



# City of Austin

**Purchasing Office, Financial Services Department**  
P.O. Box 1088, Austin, TX 78767

March 28, 2017

BCycle, LLC  
Brian Conger  
Director of Operations  
801 W. Madison Street  
Waterloo, WI 53594  
[brian\\_conger@trekbikes.com](mailto:brian_conger@trekbikes.com)

Dear Mr. Conger:

The Austin City Council approved the execution of a contract with your company for the Bike-Share Program Expansion in accordance with the referenced solicitation.

Responsible Department:	Austin Transportation Department
Department Contact Person:	Laura Dierenfield
Department Contact Email Address:	<a href="mailto:laura.dierenfield@austintexas.gov">laura.dierenfield@austintexas.gov</a>
Department Contact Telephone:	512-974-7189
Project Name:	Bike-Share Program Expansion
Contractor Name:	BCycle, LLC
Contract Number:	MA 2400 GA170000027
Contract Period:	60 Months
Dollar Amount	\$805,033
Requisition Number:	16050600445
Solicitation Type & Number:	IFB MMO0109
Agenda Item Number:	29
Council Approval Date:	12/01/16

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Marian Moore  
Procurement Specialist II  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
BCYCLE, LLC ("Contractor")  
FOR  
BIKE SHARE PROGRAM EXPANSION  
MA 2400 GA170000027**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between BCycle, LLC having offices at 801 W. Madison Street, Waterloo, WI 53594 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number MMO0109.

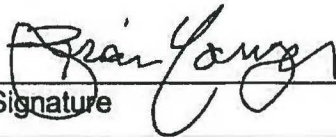
- 1.1 **This Contract is composed of the following documents:**
  - 1.1.1 This document
  - 1.1.2 The City's Solicitation, Invitation for Bid (IFB), MMO0109 including all documents incorporated by reference
  - 1.1.3 BCycle, LLC's Offer, dated September, 19, 2016, including subsequent clarifications
- 1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
  - 1.2.1 This document
  - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
  - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 **Term of Contract.** The Contract will be in effect for a term of sixty (60) months. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$805,033 for the Contract term as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order
- 1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.
  - 1.6.1 Offer acceptance period for IFB MMO0109 was extended to April 28, 2017.



This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**BCYCLE, LLC**

  
Signature

Brian Conger

Printed Name of Authorized Person

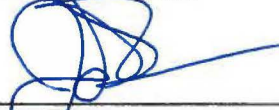
Director of Operations

Title

3/31/2017

Date

**CITY OF AUSTIN**

  
Signature

JONATHAN DALCHAU

Printed Name of Authorized Person

PROCUREMENT SPECIALIST IV

Title

4/10/2017

Date



## CITY OF AUSTIN, TEXAS

### Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

**SOLICITATION NO:** MMO0109

**DATE ISSUED:** Monday, August 29, 2016

**REQUISITION NO.:** 16050600445

**COMMODITY CODE:** 92962

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Marian Moore

Buyer II

**Phone:** (512) 974-2062

**E-Mail:** [marian.moore@austintexas.gov](mailto:marian.moore@austintexas.gov)

Tracy Franklin

Contract Administrator

**Phone:** (512) 974-2034

**E-Mail:** [tracy.franklin@austintexas.gov](mailto:tracy.franklin@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Bike-Share Program Expansion

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**LOCATION:** N/A

**BID DUE PRIOR TO:** Tuesday, September 20, 2016 at 2:00 PM

**BID OPENING TIME AND DATE:** Tuesday, September 20, 2016 at 2:15 PM

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MMO0109	Purchasing Office-Response Enclosed for Solicitation # MMO0109
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (FLASH DRIVE) OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	2
Exhibit 1	SPECIFICATION	2
Exhibit 2	PLAN SET	59
0600	BID SHEET – Must be completed and returned with Offer	1
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
00810A	SUPPLEMENTAL GENERAL CONDITIONS – STANDARD FEDERAL AID ASSURANCES – Complete and return form documents	40
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
00830	PREVAILING WAGE CONTRACT PROVISIONS	5
0830BC	PREVAILING WAGE RATES FOR BUILDING, CONSTRUCTION	4
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**INTERESTED PARTIES DISCLOSURE:**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: BCycle, LLC

Company Address: 801 W. Madison Street

City, State, Zip: Waterloo, WI 53594

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Robert Burns

Title: President

Signature of Officer or Authorized Representative: 

Date: September 19, 2016

Email Address: bburns@bcycle.com

Phone Number: 920-478-2191

**\* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**



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STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
    - a. requested by a director or an authorized City employee; or
    - b. the contract is completed or terminated.
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.



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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.
31. **INDEMNITY:**
- A. Definitions:
- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
- (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**
32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).
- A. **General Requirements.**
- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.



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- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

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33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been

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substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**48. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January



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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

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[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

**A. Definitions. As used in this paragraph –**

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
  - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
  - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

**B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.**

**C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.**

**D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".**

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to Solicitation due date no later than 3:00 PM local time. Requests can be emailed to [marian.moore@austintexas.gov](mailto:marian.moore@austintexas.gov) or faxed to 512-974-2388.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

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BIKE-SHARE PROGRAM EXPANSION**

- (b) Contractor/Subcontracted Work.
      - (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **BID BOND:**
- A. All Offers shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total Offer. The Bid Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
  - B. The Bid Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid Bond will be returned to the Offeror. The Bid Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid / Proposal / Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.
5. **PERFORMANCE BOND:**
- A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the Contract amount within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

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- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

6. **PAYMENT BOND:**

- A. The Contractor shall provide a Payment Bond in an amount equal to 100% of the Contract amount within 14 calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

7. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

8. **DELIVERY REQUIREMENTS:**

- A. Delivery is to be made within 90 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

9. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Public Works Department
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of



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processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

- C. The Contractor shall be paid after inspection and written acceptance of services or delivery of goods by the City or Bike Share of Austin and as outlined in each individual Delivery Order.
10. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be \$30 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$30 per calendar day for each calendar day of delay.
11. **RECYCLED PRODUCTS:**
- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.
12. **PUBLISHED PRICE LISTS:**
- A. Offerors may quote discount(s) or markup(s) from a Published Price List for offered non-specified items to be covered in the Contract. The discount(s) or markup(s) must remain firm during the life of the Contract.
- B. Two (2) copies of the list upon which the discounts or markups are based may be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.
13. **LIVING WAGES:**

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- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
  - B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
  - C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
  - D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
  - E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
  - F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.
14. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.
15. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
  - B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
  - C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
  - D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person

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during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**16. INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**17. MODIFICATIONS TO BIDDING REQUIREMENTS AND CONTRACT FORMS:**

- A. SECTION 0200 – SOLICITATION INSTRUCTIONS – Delete Paragraph 12(B) and replace with the following:  
  
“Request for Quotations and Invitations for Bids will be awarded to the Lowest Responsive Offeror. Invitations for Bids – Best Value will be awarded to the Offeror who provides goods or services at the best value for the City based on factors outlined in Section 0600. Request for Quotations – Sale and Invitation for Bids- Sale will be awarded to the Highest Responsible Offeror.”
- B. SECTION 0200 – SOLICITATION INSTRUCTIONS – Delete Paragraph 12(C) as Local Business Presence does not apply to this Solicitation.

**SECTION 0500: SCOPE OF WORK**  
**SOLICITATION NO. IFB MMO0109**  
**Bike-Share Program Expansion**

**1.0 Purpose**

The purpose of this contract is to expand the existing City of Austin bike share system by 18 stations in order to provide a clean, easy-to-ride and reliable bicycles to city residents, tourists and students for short trips (typically under 5 miles) in urban areas.

The City of Austin is seeking Offers from qualified companies for the design, fabrication and initial placement of public bike sharing stations as well as operation of a bike share subscriber registration and billing system which must be compatible with B-Cycle proprietary components and systems.

The City of Austin will use funds made available through the Federal Highway Administration (FHWA) Transportation Alternatives Program (TAP) to purchase the bike sharing equipment.

**2.0 Background**

The City of Austin Bike Share system currently consists of 50 stations and 395 bicycles. The system is located in the City's central core, central east, central south, and central west neighborhoods. The system provides transportation options by making it possible to quickly rent and return a bicycle near places of employment, education buildings, and transit stops.

The system uses a proprietary, patented technology exclusively designed by KIOSK Information Systems and Trek Bicycle Corporation and bought and sold exclusively through B-Cycle, LLC. This technology includes bicycle, docks, kiosks, maps modules as well as internal software and hardware.

**3.0 Contractor's Responsibilities and Tasks**

3.1 The Contractor shall appoint a single point of contact ("Project Lead") who will interface with the City on this project and oversee all tasks performed under the Contract.

3.2 The Contractor shall complete all work under this contract to the City's satisfaction based on the schedule outlined below or based on a mutually agreed upon timeline to be determined after Contract is awarded not to exceed 520 business days.

**Deliverables/Milestones**

<b>Deliverables/Milestones</b>	<b>Description</b>	<b>Timeline</b>	<b>Performance Measure/ Acceptance Criteria</b>
Design and Fabrication of Bike Sharing Equipment	Specific criteria for the design of the bike stations are contained in Exhibit 1	Fulfilled as requested within 520 working days of project duration.	Completion of components required for 18 stations
Initial Placement of Stations	See Exhibit 2	Fulfilled as requested within 520 working days of project duration.	Successful installation of 18 stations

3.3 The Contractor shall design and fabricate the following elements according to the specific design

**SECTION 0500: SCOPE OF WORK**  
**SOLICITATION NO. IFB MMO0109**  
**Bike-Share Program Expansion**

criteria as set forth in Exhibits 1 and 2.

- At least 125 bicycles
- 18 kiosks containing at least one pay station at each kiosk with at least 231 docks, 18 map modules, 18 solar kits, 53 bolted bases and 72 non bolted bases

3.4 The Contractor shall provide to the City and to Bike Share of Austin any and all parts to repair or replace equipment as needed by the City. The Contractor may indicate pricing for parts and repair services on the bid sheet section for non-specified items.

3.5 The Contractor shall install stations at sites selected by the City (reference Exhibit 2). Contractor's installation services shall include the following:

- A. Pre-Site Inspection
- B. Transport and delivery of the bicycles, kiosks, docks, and other equipment needed for the installation of the stations.
- C. Installations of the Stations by no less than two field technicians, to be provided by the Contractor.
- D. On-site training and questions and answers at the time of installation.
- E. Installation of Contractor's bicycles with associated City's stations.
- F. Clean-up of sites.
- G. Contractor's installation services shall be performed in accordance with B-Cycle guidelines and criteria for installations of stations and site-specific plans mutually agreed to by the parties.

3.6 The Contractor shall install software for a subscription-based registration and payment system and shall maintain the operation of that system. The software shall include a warranty for upgrades along with service.

**4.0 City's Responsibilities**

4.1 The City will provide station sites at its own cost and expense and obtain all necessary permits or other approvals required for each of the sites.

4.2 The City will ensure that each site satisfies the site requirements for B-Cycle station installation criteria.

4.3 The City will provide for traffic control based on a mutually agreed upon schedule for site installation and according to Exhibit 2.

4.4 The City will ensure prompt and unencumbered access for Contractor to the sites necessary for Contractor to perform the installation services.



## **EXHIBIT 1**

### **SPECIAL SPECIFICATIONS** **SS5575**

### **BIKE SHARE STATIONS**

#### **SS5575.1 Description**

This item shall govern bike share system components, including kiosks, solar kits, bolter and non-bolter bases, map modules, bicycles, docks, and associated technology compatible with the City of Austin's existing bike share system.

#### **SS5575.2 Submittals**

The submittal requirements of this specification item include:

- A. Bike and Dock Geometry including detailed geometry and measurements of all components to ensure full interoperability and integration with the City of Austin B-Cycle bike share system.
- B. Bicycle fabrication and installation details including 3-speed hub, dual locking mechanism, integrated dynamo powered front and rear lights, basket, fenders, chain guard, step through frame, audible bell, front and rear brakes, and front and rear reflectors. Bikes must be able to be tracked and managed by existing software.
- C. Bicycles must have an onboard computer that allows riders to open and close trips with a mobile app or Radio Frequency Identification membership card.
- D. Bicycles must have real-time global positioning system (GPS) that shows users where available bikes are parked if not docked at a bike share station.
- E. Dock fabrication and installation details including the ability to be remotely monitored, operated, shut down, reset, and reprogrammed for each individual station and for the system as a whole using the existing bike share management software.
- F. Kiosk fabrication and installation details including ability to accept walk up users paying with a credit card at each location, ability to recognize and process members of the existing BCycle bike share system using both the member's credit card or the member's membership card.
- G. Bidders must have a minimum of four years of experience providing and supporting bike share systems in the USA.
- H. Bidders must have a minimum of 5 systems with 250 or more bicycles that have been in operation in the USA for at least one year.

#### **SS5575.3 Materials**

- A. Bicycles and Docking Stations must be consistent in look and quality with existing B-Cycle bike share system.
- B. Stations shall be modular and configurable, with ability to take power from onsite solar panel.
- C. Station docks shall have option for single- or double-sided bicycle docking.
- D. All stations and bicycles must comply with federal Buy America requirements of the Federal Highway Administration (FHWA).

#### **SS5575.4 Construction of Kiosks, Docks and Bicycles**

- A. Kiosks, map modules, solar kits, bases, docks and bicycles shall be delivered fully assembled.
- B. Products must have the ability to integrate with existing stations, bikes and software.

**SS5575.5 Installation of Kiosks, Docks and Bicycles**

The owner will provide station locations that are prepared and ready for installation. The contractor shall configure and install the kiosks and docks according to the contract plan layouts provided.

**SS5575.6 Measurement**

Kiosks, map modules, solar kits, bases docks and bicycles shall be measured individually as delivered and installed per the contract drawings and specification.

**SS5575.7 Payment**

The installation of, as described by this Specification Item, will be paid for at the unit bid price per each.

The unit bid prices shall include full compensation for the specified equipment items and all labor, tools, and incidentals necessary to complete the work.

Payment will be made under:

**Pay Item No. SS5575-A:** Bike Share Kiosk

**Pay Item No. SS5575-B:** Bike Share Docking Station, Per Dock

**Pay Item No. SS5575-C:** Bike Share Bicycles

**Pay Item No. SS5575-D:** Bike Share Solar Kits

**Pay Item No. SS5575-E:** Bike Share Bolted Bases

**Pay Item No. SS5575-F:** Bike Share Non-Bolted Bases

**Pay Item No. SS5575-G:** Bike Share Map Module

**Pay Item No. SS5575-H:** Bike Share Installation

**End**

FORM	SECTION	200	NEW
0814	04	299	VARIOUS
DIST	COUNTY	SHEET NO.	
AUS	TRAVIS	1	

# INDEX OF SHEETS

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2	INDEX OF SHEETS
3	SHEET QUANTITIES
4	STATION LOCATION MAP
5-22	STATION LOCATION DETAILS PREFERRED
23-35	STATION LOCATION DETAILS BACKUP
36-38	STATION SPECIFICATIONS
39	TXDOT EPIC
40-59	CITY OF AUSTIN TRAFFIC CONTROL STANDARDS

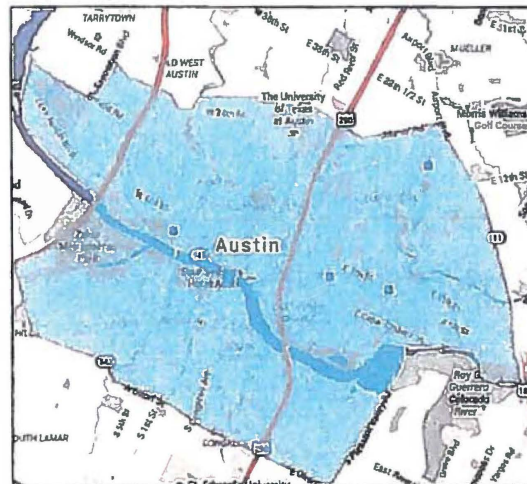
## STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

### PLANS OF PROPOSED BICYCLE SHARE SYSTEM EXPANSION

#### TYPE OF WORK: BICYCLE SHARE STATION INSTALLATION

FEDERAL AID PROJECT NUMBER: FHWA CFDA#20.205 (130) TP  
PROJECT NUMBER: CSJ 0914-04-299

LIMITS OF WORK : VARIOUS LOCATIONS



LOCATION MAP NOT TO SCALE  
EXCEPTIONS: NONE  
EQUATIONS: NONE  
RAILROAD CROSSINGS: NONE

#### FINAL PLANS

DATE OF LETTING: \_\_\_\_\_  
DATE WORK BEGAN: \_\_\_\_\_  
DATE WORK COMPLETED AND ACCEPTED: \_\_\_\_\_  
FINAL CONTRACT COST: \$ \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
LIST OF APPROVED CHANGE ORDERS: \_\_\_\_\_

I CERTIFY THAT THIS PROJECT  
WAS CONSTRUCTED IN SUBSTANTIAL  
COMPLIANCE WITH THE FINAL AS-BUILT  
PLANS AND SPECIFICATIONS.

*KSO* P.E. 8/17/16  
DATE



SUBMITTED  
FOR LETTING:

8/17/16

RECOMMENDED  
FOR LETTING:

08/19/2016

*Laura M. [Signature]*

LOCAL PUBLIC AGENCY

*Dwight A. Hollan, P.E.*

DISTRICT DESIGN ENGINEER

SUBMITTED  
FOR LETTING:

8/17/16

APPROVED  
FOR LETTING:

8/22/2016

*Andrew M. [Signature]*

AREA ENGINEER

*Laura E. [Signature]*

DIRECTOR OF TRANSPORTATION  
PLANNING & DEVELOPMENT

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF  
TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS  
LISTED AND DATED AS FOLLOWS. SHALL GOVERN ON THIS PROJECT:  
REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID  
CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

ALL RIGHTS RESERVED

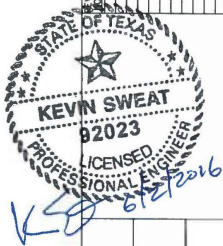
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THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED  
BY ME OR UNDER MY SUPERVISION AND ARE APPLICABLE TO THIS PROJECT.

KS P.E. 6/2/2016  
DATE

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF  
TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS  
LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT:  
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CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bike Share Station  
Index of Sheets



NOTES	NAME	DATE
SURVEY BY		
DRAWN BY	JD	05/2016
CHECKED BY		
DESIGNED BY		
REVIEWED BY		

SHEET  
NUMBER 2

# Sheet Quantities

Site Location	Station Type	Kiosks	Solar Kit	Map Module	Docks	Bolted Bases	Non Bolted Bases	Station Installation	Page Number
5th and Campbell	Single	1	1	1	13	0	7	1	7
5th and Lamar	Single	1	1	1	13	7	0	1	8
7th and Rio Grande	Single	1	1	1	13	7	0	1	9
10th and Nueces	Single	1	1	1	13	0	7	1	10
10th and Red River	Single	1	1	1	13	0	7	1	11
12th and Lamar	Single	1	1	1	11	6	0	1	12
Cesar Chavez and Trinity	Single	1	1	1	13	7	0	1	13
Congress and Cesar Chavez	Single	1	1	1	13	7	0	1	14
Henderson and 9th	Single	1	1	1	13	0	7	1	15
Lake Austin Blvd at UT Student Housing	Single	1	1	1	13	7	0	1	16
Lakeshore and Pleasant Valley	Single	1	1	1	16	0	9	1	17
Lakeshore at Austin Hostel	Single	1	1	1	13	0	7	1	18
Nash Hernandez et RBJ	Single	1	1	1	13	0	7	1	19
Pedernales and Canterbury (Matz Park)	Single	1	1	1	13	0	7	1	20
Shore District Dr and Riverdale	Single	1	1	1	13	7	0	1	21
Shore District Dr and Town Creek	Single	1	1	1	13	7	0	1	22
South Congress at Boulefin Creek	Single	1	1	1	13	0	7	1	23
Stanzing and Barton Springs Rd	Single	1	1	1	13	0	7	1	24
Totals for preferred locations:	-	18	18	18	235	55	72	18	-

5th and Preseler (Backup)	Single	1	1	1	13	0	7	1	25
6th and Comal (Backup)	Single	1	1	1	13	0	7	1	26
8th and Lavaca (Backup)	Single	1	1	1	9	5	0	1	27
10th and San Antonio (Backup)	Single	1	1	1	13	0	7	1	28
11th and Salina (Backup)	Single	1	1	1	13	0	7	1	29
Barton Hills and Hollow Creek (Backup)	Single	1	1	1	13	0	7	1	30
Lake Austin Blvd and Enfield (Backup)	Single	1	1	1	13	0	7	1	31
Rosewood and Angelina (Backup)	Single	1	1	1	13	0	7	1	32
Rosewood and Cylcon (Backup)	Single	1	1	1	13	0	7	1	33
Treadwell and Jesse (Backup)	Single	1	1	1	13	0	7	1	34
Trinity at Butler Trail Entrance (Backup)	Single	1	1	1	11	0	6	1	35
Webberville and Neal (Backup)	Single	1	1	1	13	0	7	1	36
Webberville and Thompson (Backup)	Single	1	1	1	13	0	7	1	37
Totals for backup locations:	-	13	13	13	163	5	83	13	-

REV. BY DATE

REVISION DESCRIPTION

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Sheet Quantities

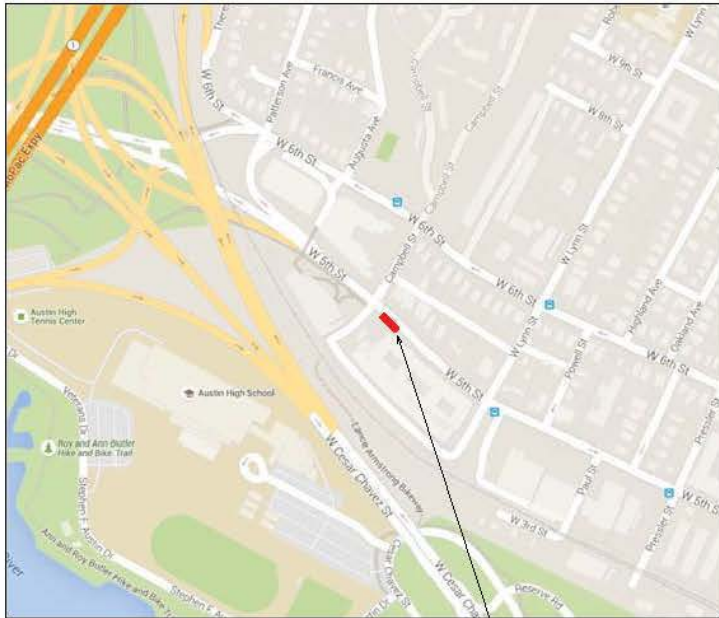


NOTES	NAME	DATE
SURVEY BY		
DRAWN BY	JD	05/2016
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DESIGNED BY		
REVIEWED BY		

SHEET NUMBER 3







**Location Map**

STATION SIZE NOT TO SCALE

Notes: Preferred  
Alt for Lakeshore and Riverside  
Bicycle Lane Closure

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Bases	Non Roller Bases	Station Installation
Single	1	1	1	13	0	7	1

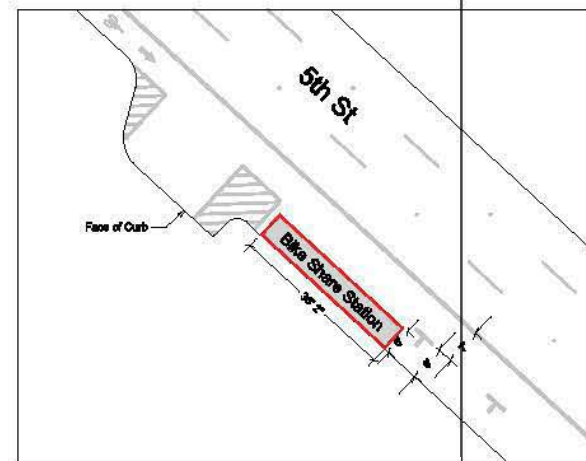
Station Location

**5th and Campbell**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details

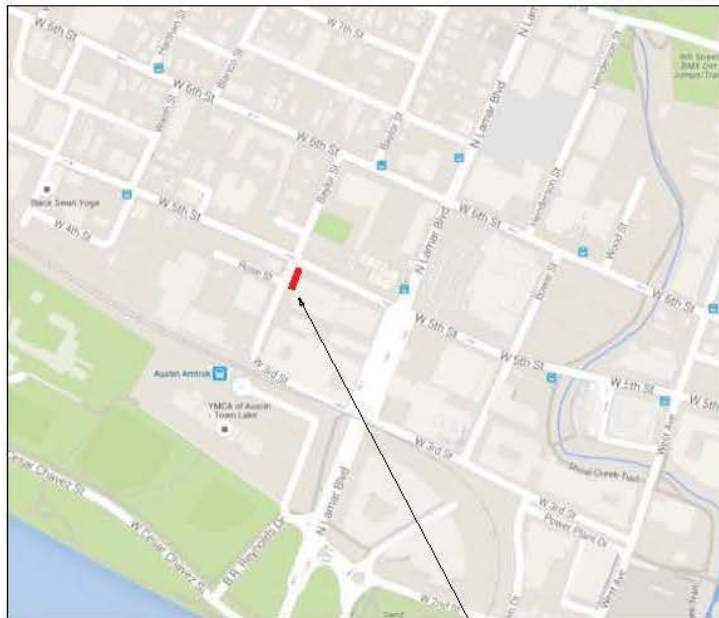


NOTES	NAME	DATE
SURVEY BY		
DRAWN BY	JD	05/2016
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REVIEWED BY		

SHEET  
NUMBER

5





Location Map

STATION SIZE NOT TO SCALE

Notes: Preferred

Sidewalk Closure needed

Station Location

Station Type	Kiosks	Solar Kiosk	Map Modules	Docks	Bolted Stems	Non Bolted Stems	Station Installation
Single	1	1	1	13	7	0	1

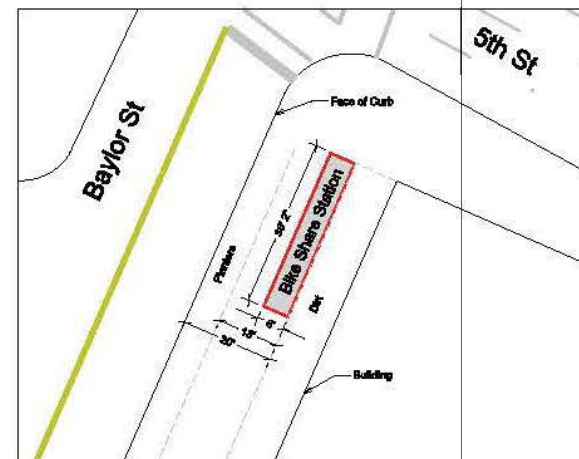
Station Location

5th and Lamar



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

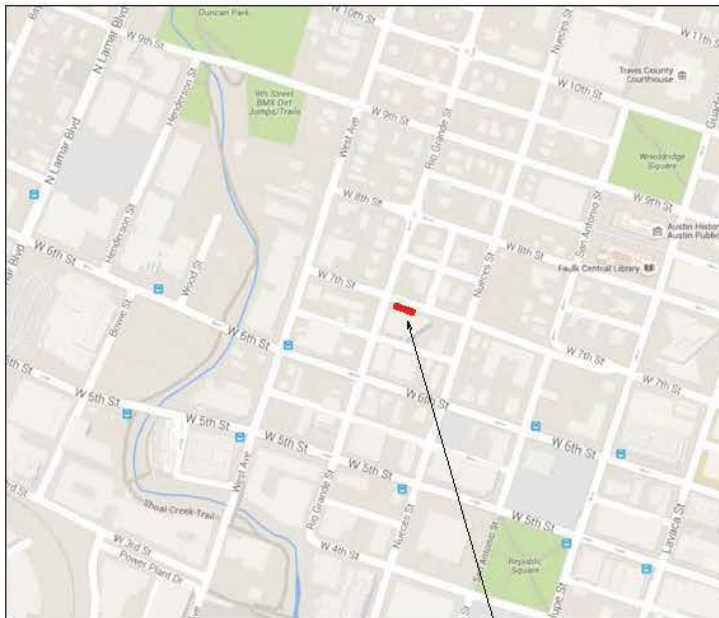
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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DRAWN BY	JD	06/2016
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DESIGNED BY		
REVIEWED BY		

SHEET NUMBER	6
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Location Map

STATION SIZE NOT TO SCALE

Notes: Preferred

Sidewalk Closure needed

Station Location

Station Type	Kiosks	Solar Kt	Map Modules	Doors	Roller Bases	Non Roller Bases	Station Installation
Single	1	1	1	13	7	0	1

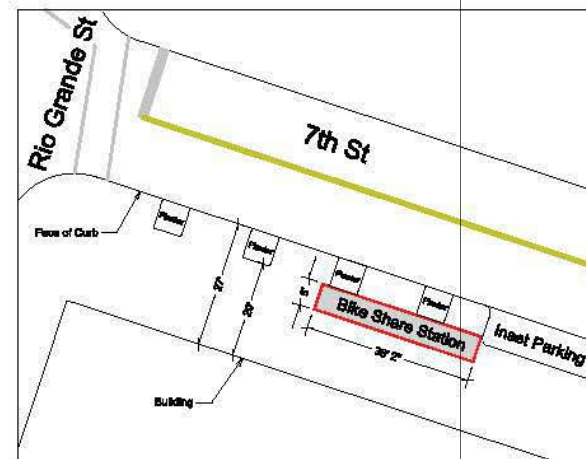
Station Location

7th and Rio Grande



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details

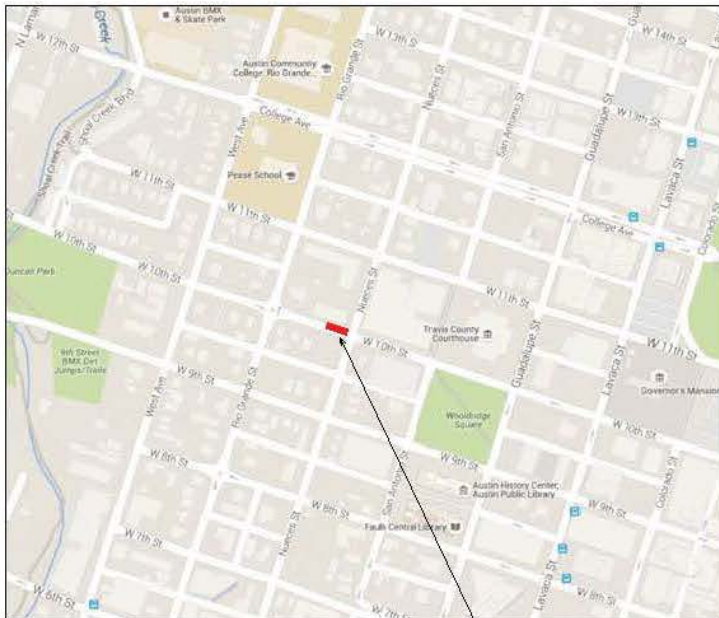


NOTES	NAME	DATE
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DRAWN BY	JD	05/2016
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REVIEWED BY		

SHEET  
NUMBER

7





Location Map

STATION SIZE NOT TO SCALE

Notes: Preferred

Collector/Residential Street Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Docks	Roller Cases	Non Roller Cases	Station Installation
Single	1	1	1	13	0	7	1

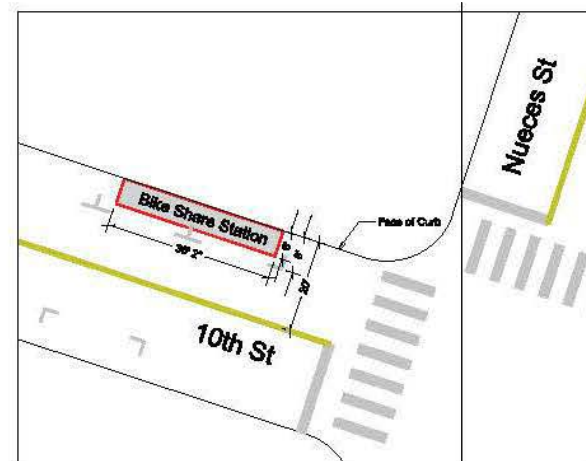
Station Location

10th and Nueces



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

0 20 40  
SCALE IN FEET

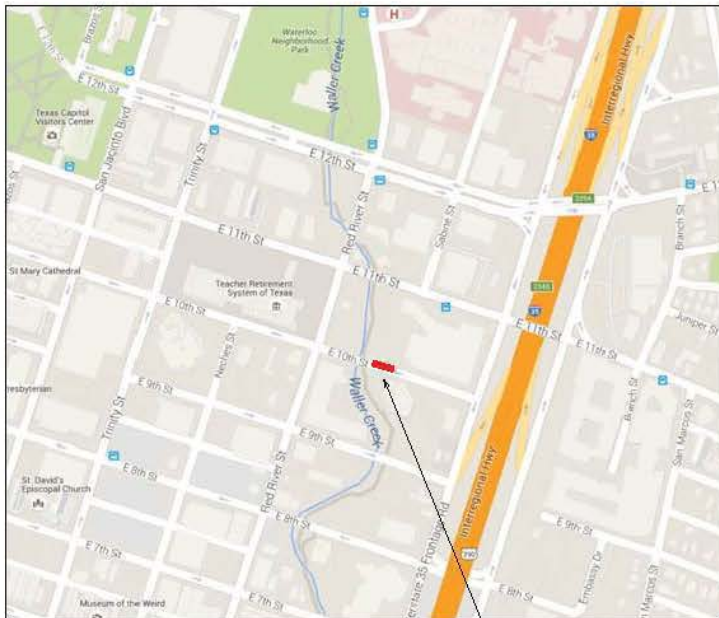
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



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SHEET NUMBER	8
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Location Map

STATION SIZE NOT TO SCALE

Notes: Preferred

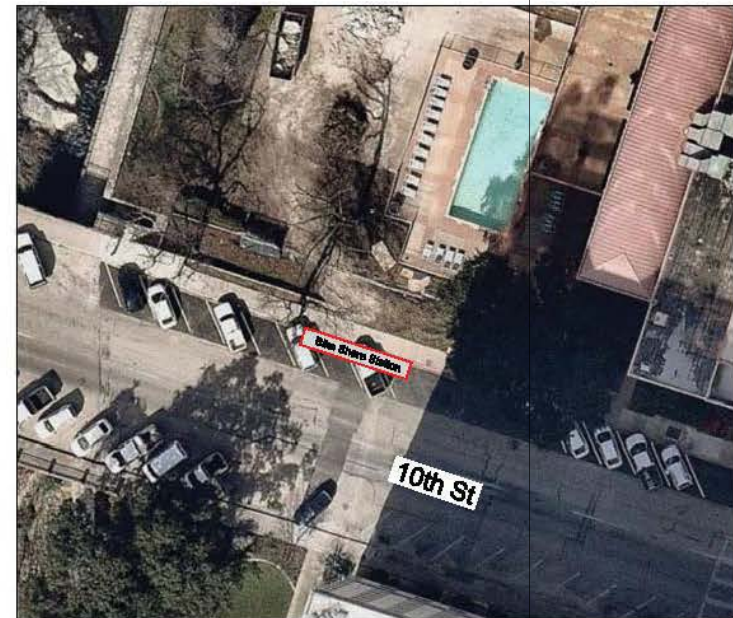
Collector/Residential Street Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Bases	Non Roller Bases	Station Installation
Single	1	1	1	13	0	7	1

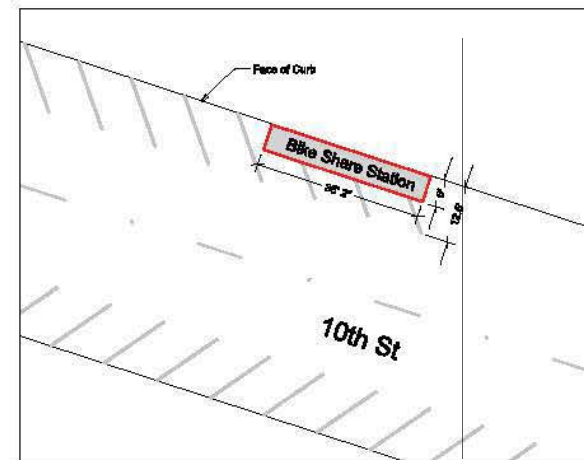
Station Location

10th and Red River



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

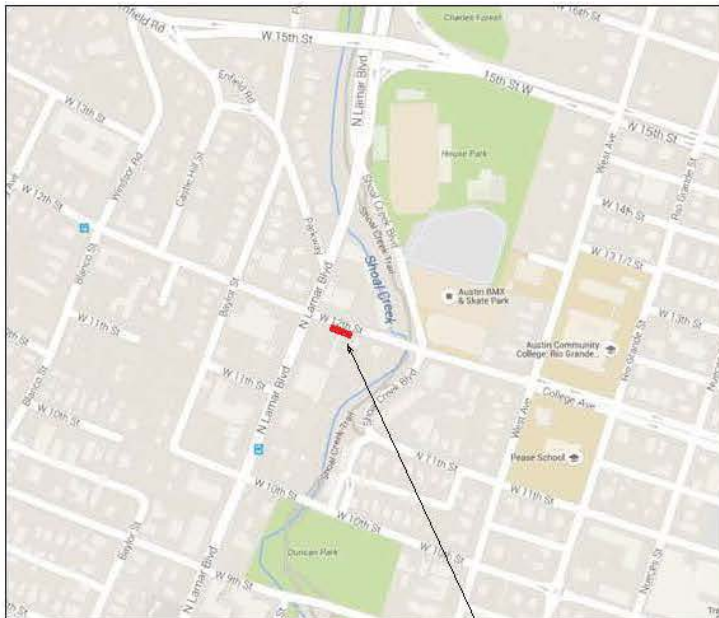
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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SHEET NUMBER 9



**Location Map**

STATION SIZE NOT TO SCALE

Notes: Preferred

Sidewalk Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Docks	Roller Racks	Non Roller Racks	Station Installation
Single	1	1	1	11	8	0	1

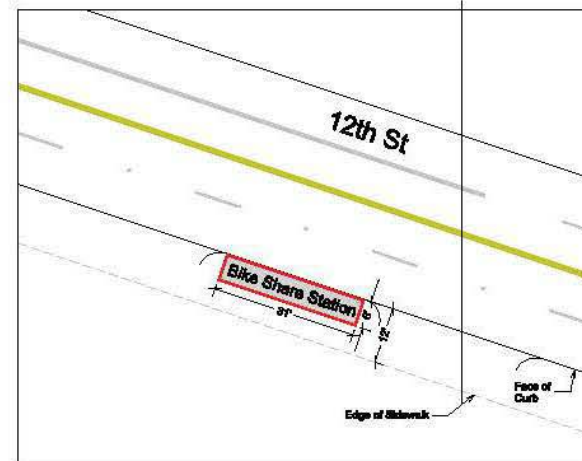
Station Location

**12th and Lamar**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

0 20 40  
SCALE IN FEET

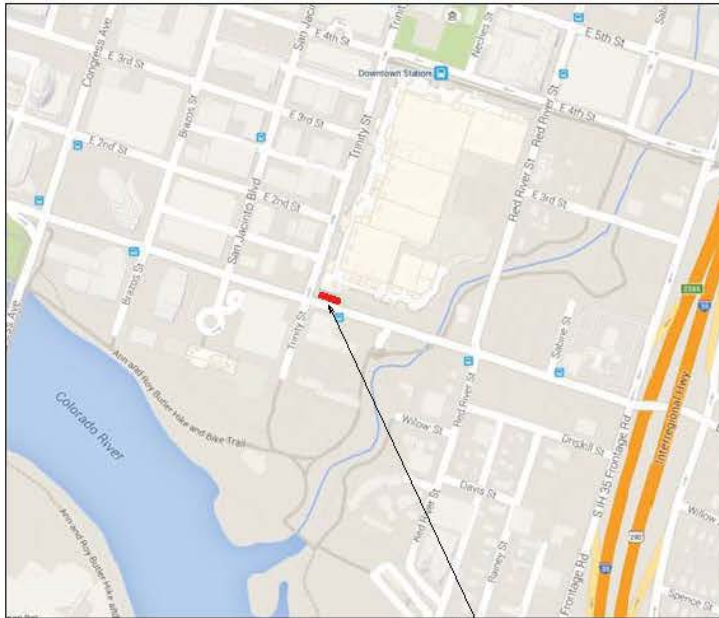
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



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REVIEWED BY		

SHEET NUMBER	10
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Location Map

STATION SIZE NOT TO SCALE

Notes: Preferred

Arterial Street Closure needed  
Sidewalk Closure Needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Bases	Non Roller Bases	Station Installation
Single	1	1	1	13	7	0	1

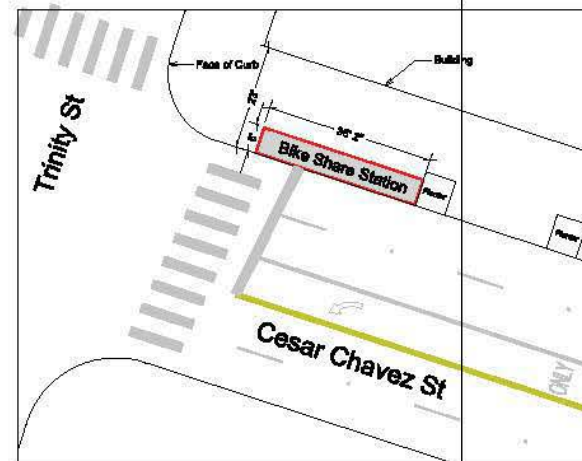
Station Location

Cesar Chavez and Trinity



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

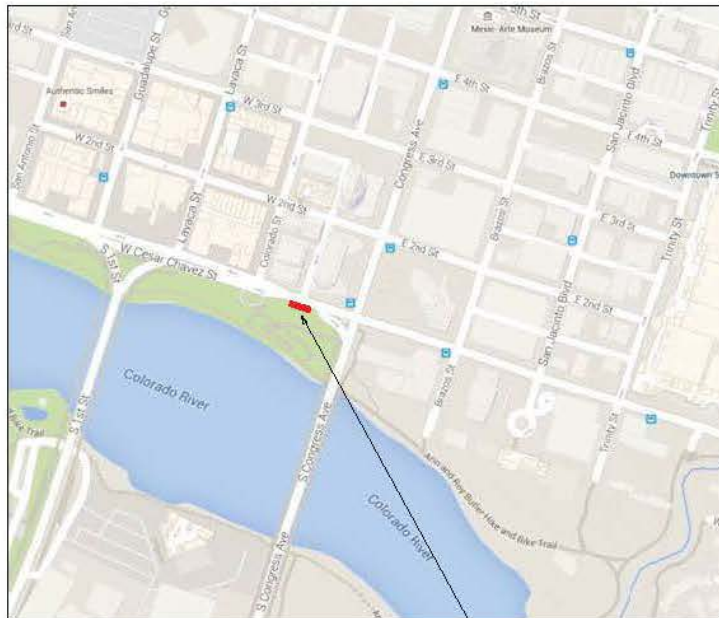
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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SHEET NUMBER 11



Location Map

STATION SIZE NOT TO SCALE

Notes: Preferred

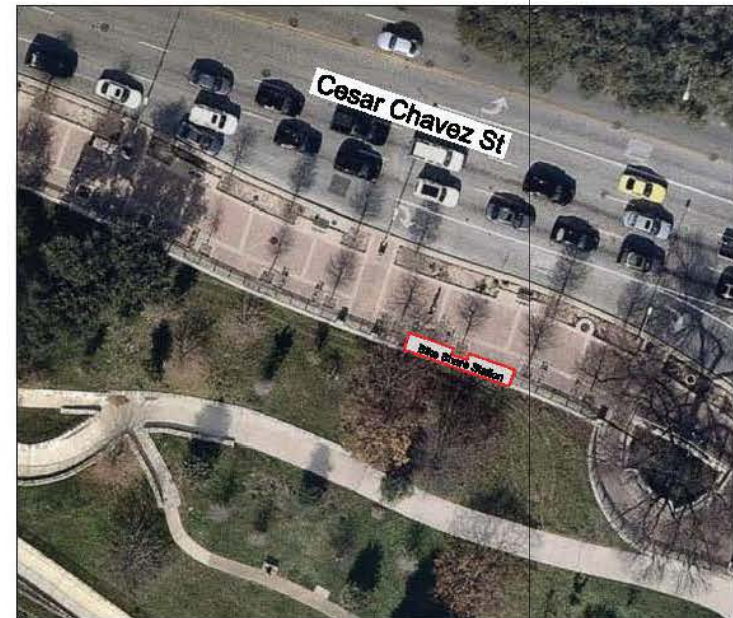
Sidewalk Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Docks	Rolled Ropes	Non Rolled Ropes	Station Installation
Single	1	1	1	13	7	0	1

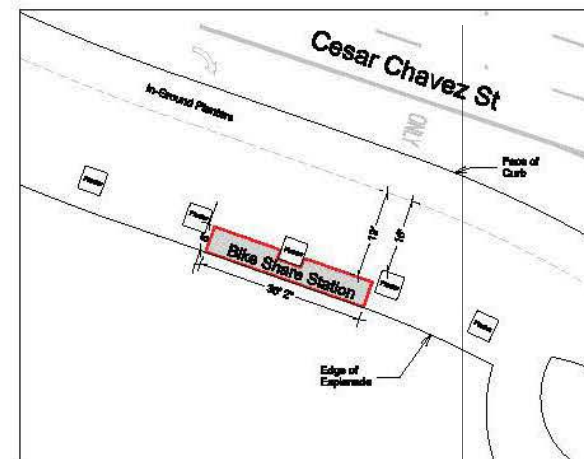
Station Location

Congress and Cesar Chavez



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

0 20 40  
SCALE IN FEET

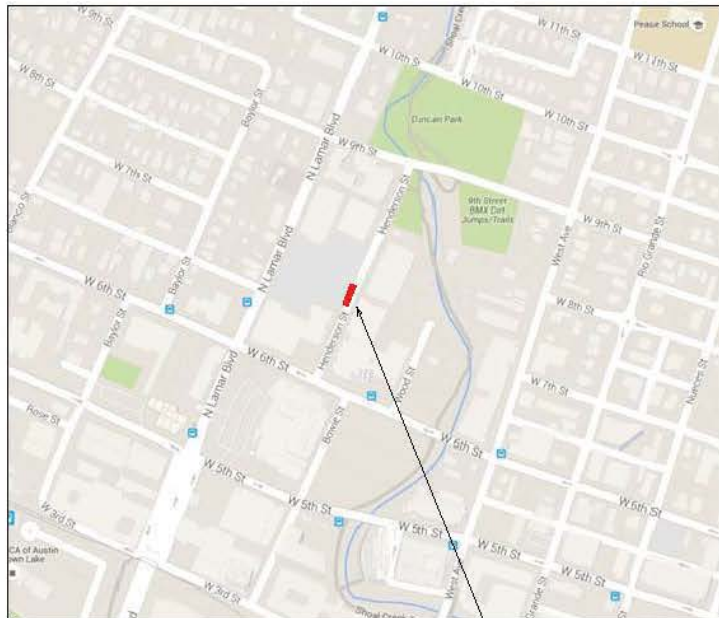
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
SURVEY BY		
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REVIEWED BY		

SHEET NUMBER	12
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**Location Map**

STATION SIZE NOT TO SCALE

Notes: Preferred

Collector/Residential Street Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Docks	Roller Racks	Non Roller Racks	Station Installation
Single	1	1	1	13	0	7	1

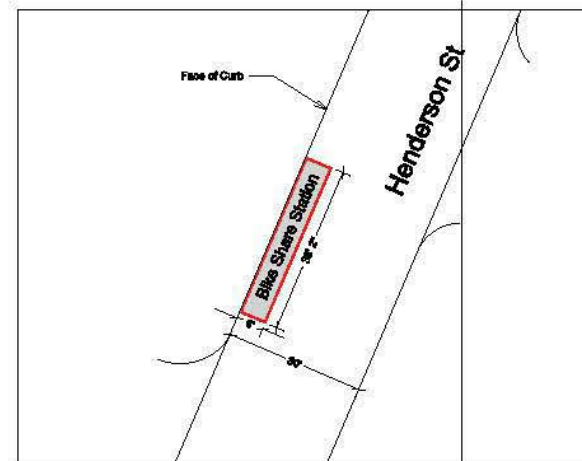
Station Location

**Henderson and 9th**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

0 20 40  
SCALE IN FEET

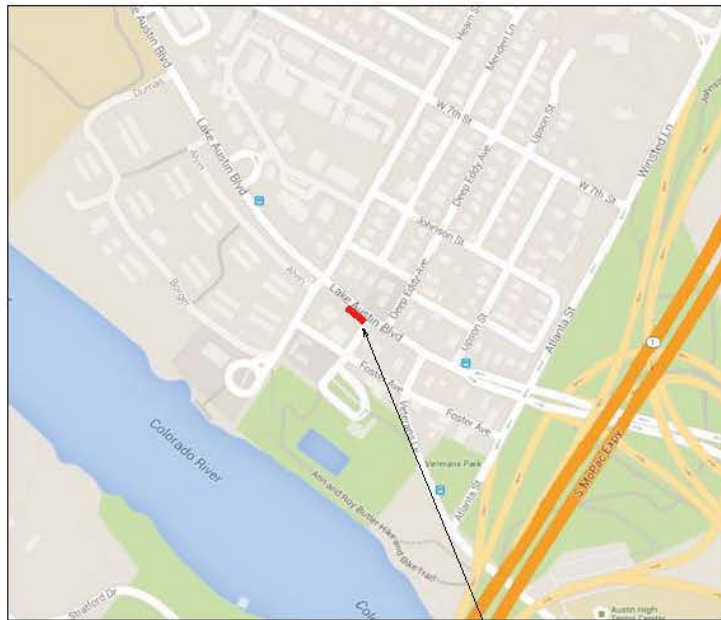
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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REVIEWED BY		

SHEET NUMBER	13
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## Location Map

**Notes:** Alt for further west Lake Austin Blvd at  
UT Student Housing

**Sidewalk Closure needed**

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Bases	Non Roller Bases	Station Installation
Single	1	1	1	13	7	0	1

## Lake Austin Blvd at UT Student Housing



Diagram illustrating the placement of a Bike Share Station relative to Lake Austin Blvd and Deep Eddy Ave.

- The station is a red rectangle labeled "Bike Share Station" with dimensions 10' x 6'.
- It is positioned between the "Face of Curb" and the "Edge of Sidewalk".
- Lake Austin Blvd is shown as a yellow line above the station.
- Deep Eddy Ave is shown as a black line below the station.

## Station Footprint



SHEET NUMBER	14
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**Location Map**

STATION SIZE NOT TO SCALE

Notes: Preferred

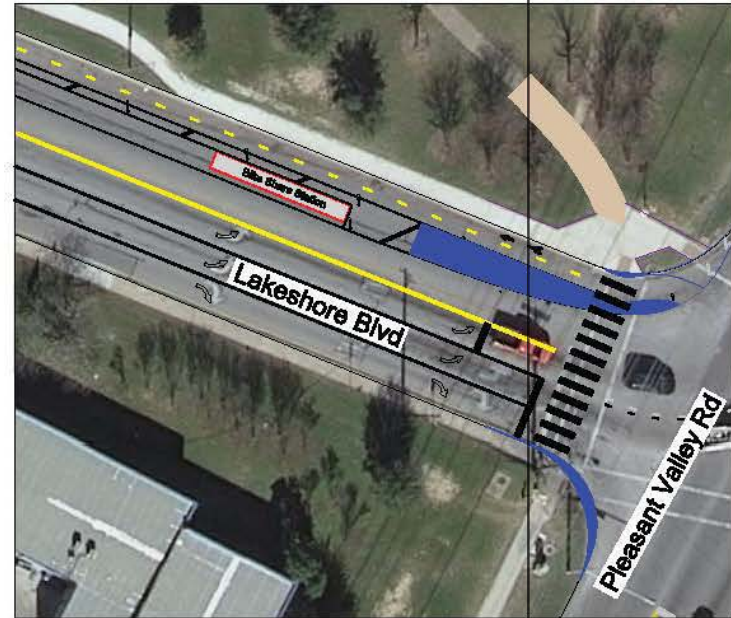
Bike Lane Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Racks	Non Roller Racks	Station Installation
Single	1	1	1	18	0	9	1

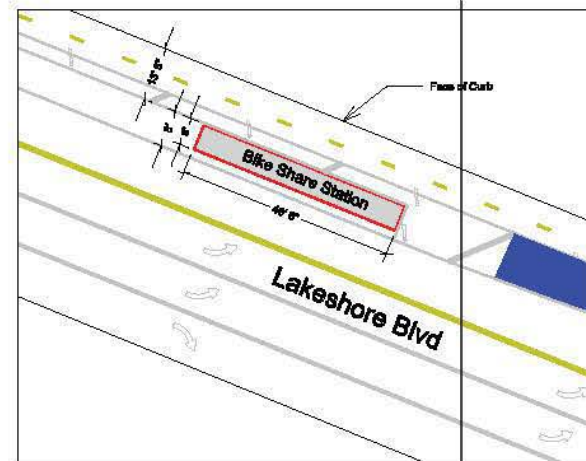
Station Location

**Lakeshore and Pleasant Valley**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

0 20 40  
SCALE IN FEET

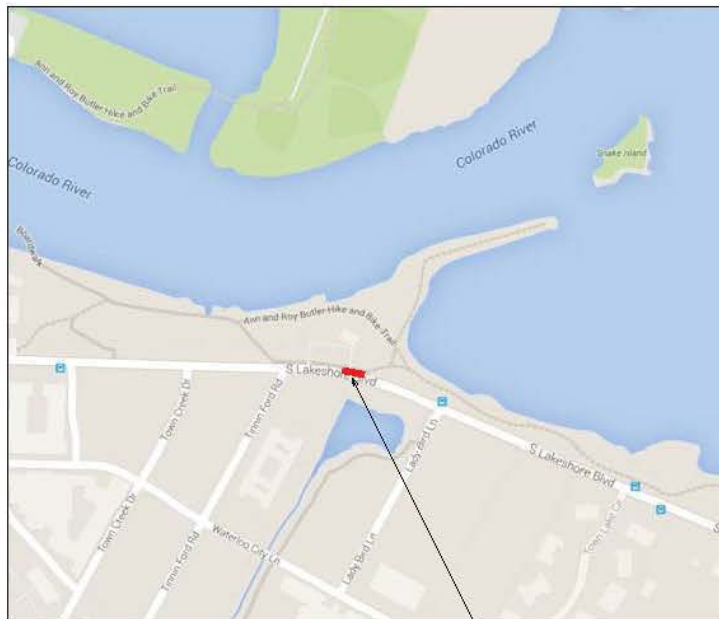
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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SHEET NUMBER	15
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**Location Map**

STATION SIZE NOT TO SCALE

Notes: Preferred

Bike Lane Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Docks	Roller Racks	Non Roller Racks	Station Installation
Single	1	1	1	13	0	7	1

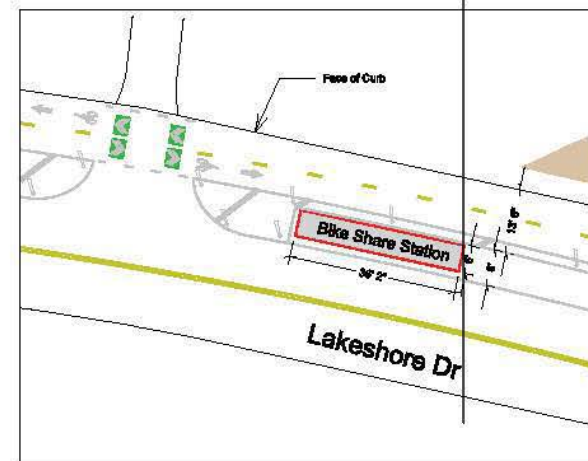
Station Location

**Lakeshore at Austin Hostel**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

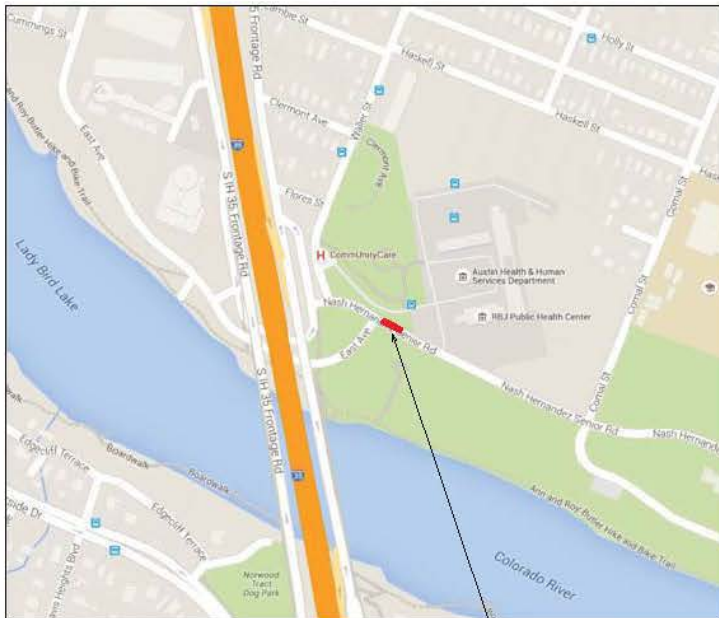
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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SHEET NUMBER	16
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Location Map

STATION SIZE NOT TO SCALE

Notes: Preferred  
Alt for IH35 and Riverside  
Collector/Residential Street Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Docks	Roller Bases	Non Roller Bases	Station Installation
Single	1	1	1	13	0	7	1

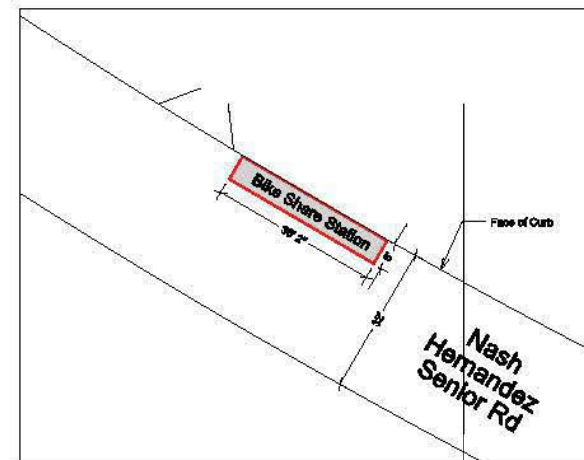
Station Location

Nash Hernandez at RBJ



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

0 20 40  
SCALE IN FEET

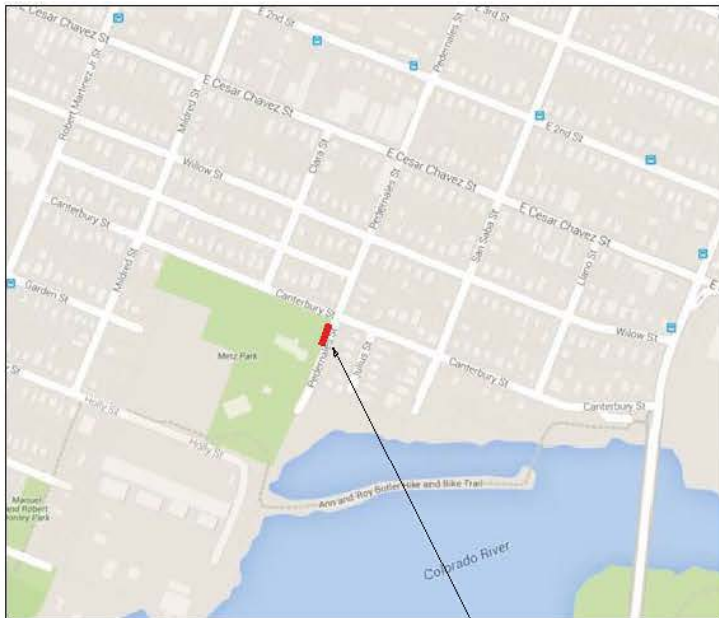
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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REVIEWED BY		

SHEET NUMBER	17
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**Location Map**

STATION SIZE NOT TO SCALE

**Notes:** Preferred

Collector/Residential Street Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Bases	Non Roller Bases	Station Installation
Single	1	1	1	13	0	7	1

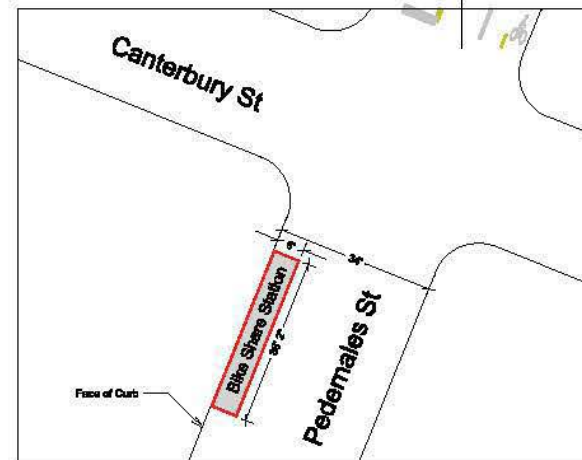
Station Location

**Pedernales and Canterbury (Metz Park)**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

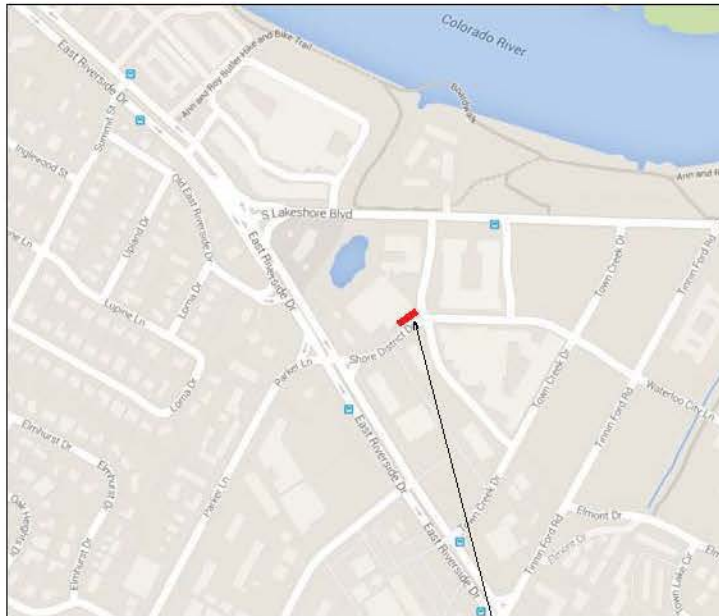
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
SURVEY BY		
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DESIGNED BY		
REVIEWED BY		

SHEET NUMBER 18



Location Map

STATION SIZE NOT TO SCALE

Notes: Preferred  
Sidewalk Closure needed

Station Location

Station Type	Kiosks	Solar Kt	Map Modules	Decks	Bolted Braces	Non Bolted Braces	Station Installation
Single	1	1	1	13	7	0	1

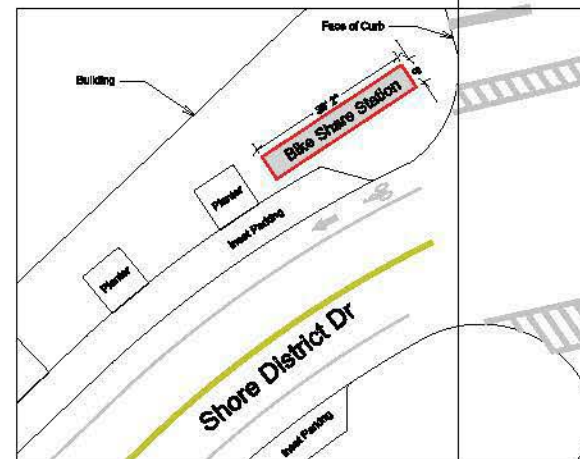
Station Location

Shore District Dr and Riverside



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

0 20 40  
SCALE IN FEET

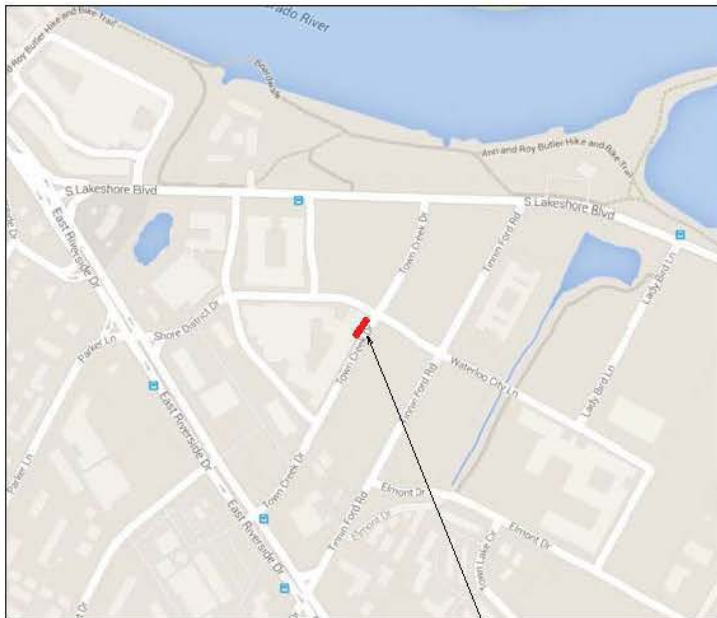
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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SHEET  
NUMBER 19





Location Map

STATION SIZE NOT TO SCALE

Notes: Preferred

Sidewalk Closure Needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Bases	Non Roller Bases	Station Installation
Single	1	1	1	13	7	0	1

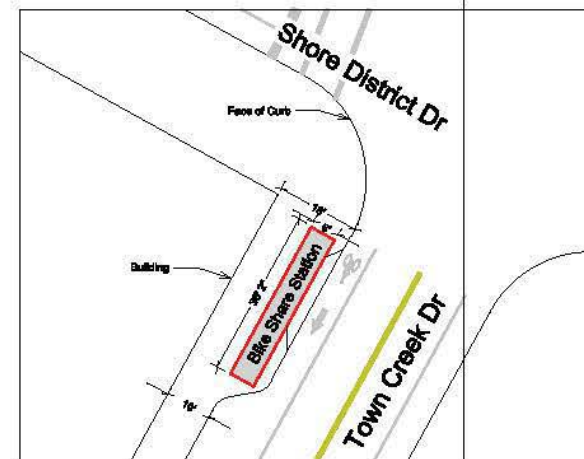
Station Location

Shore District Dr and Town Creek



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

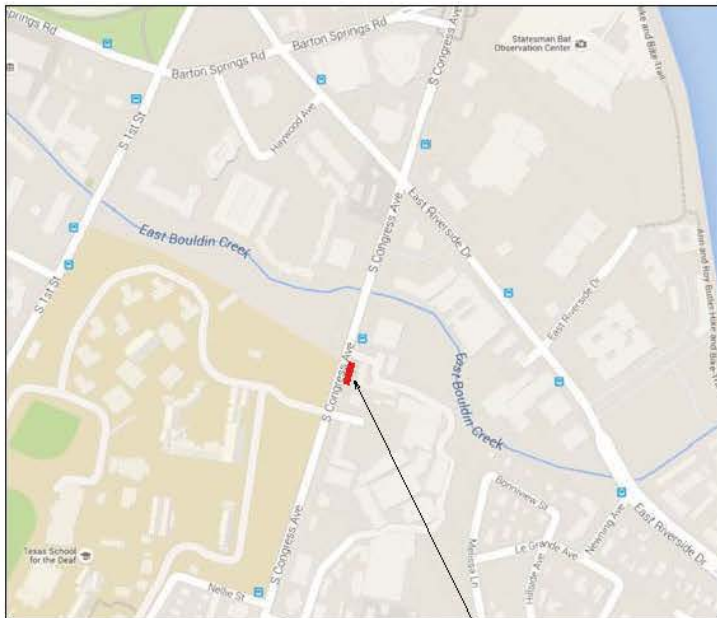
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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REVIEWED BY		

SHEET  
NUMBER 20



Location Map

STATION SIZE NOT TO SCALE

Notes: Preferred

Arterial Street Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Ropes	Non Roller Ropes	Station Installation
Single	1	1	1	13	0	7	1

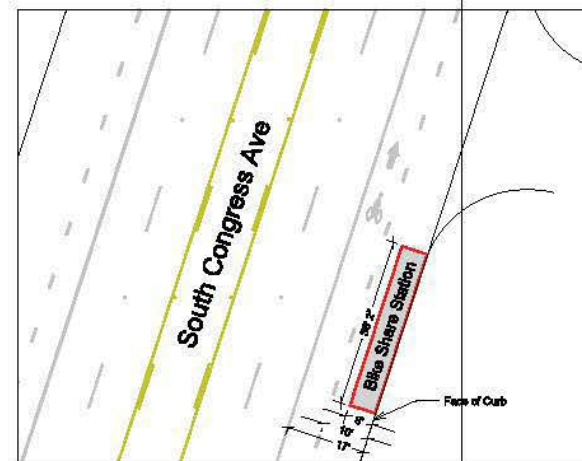
Station Location

South Congress at Bouldin Creek



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



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SHEET  
NUMBER

21





**Location Map**

STATION SIZE NOT TO SCALE

**Notes:** Preferred  
Alt for Boardwalk - West Entrance  
Collector/Residential Street Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Rases	Non Roller Rases	Station Installation
Single	1	1	1	13	0	7	1

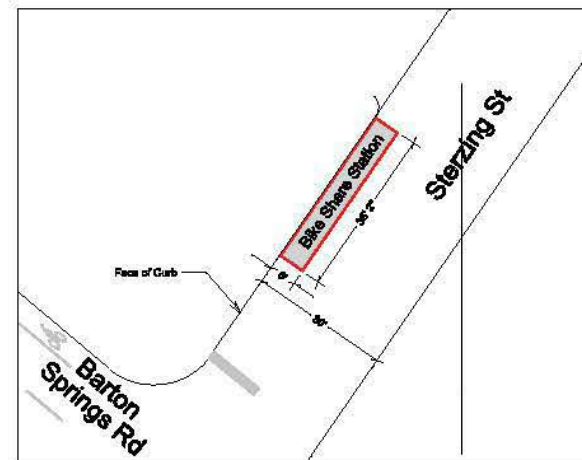
Station Location

**Sterzing and Barton Springs Rd**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

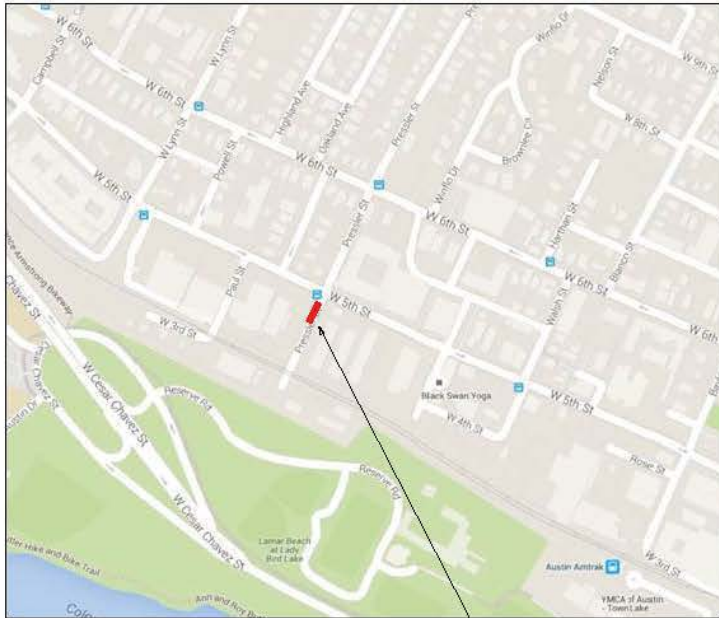
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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SHEET NUMBER 22



**Location Map**

STATION SIZE NOT TO SCALE

**Notes:** Backup

Collector/Residential Street Closure

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Rases	Non Roller Rases	Station Installation
Single	1	1	1	13	0	7	1

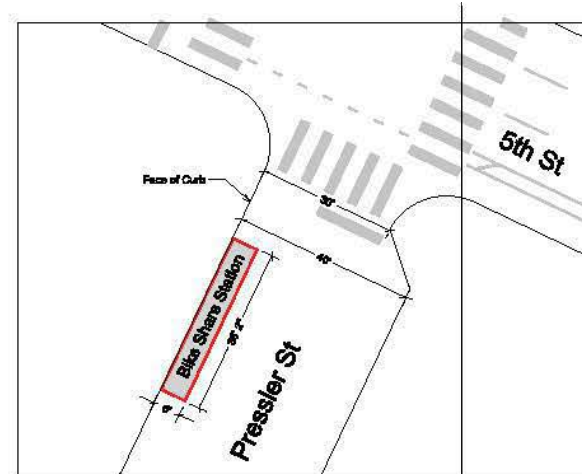
Station Location

**5th and Pressler (Backup)**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

0 20 40  
SCALE IN FEET

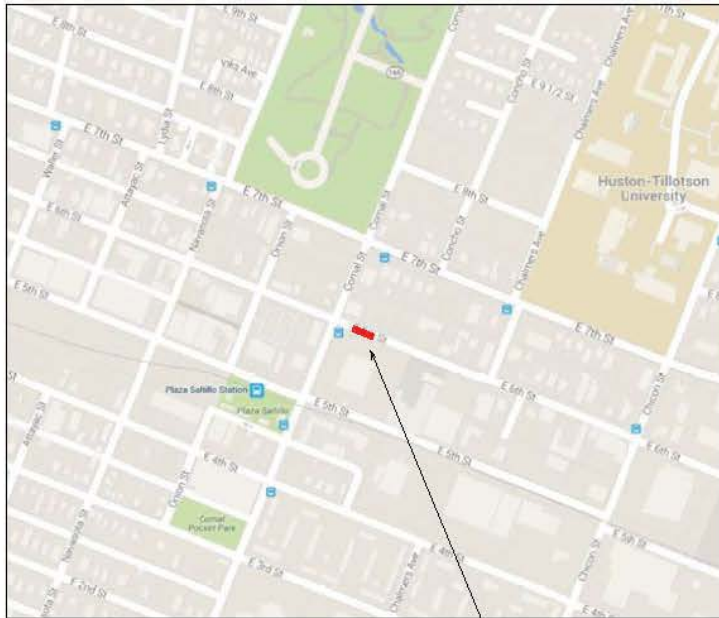
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
SURVEY BY		
DRAWN BY	JD	05/2016
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DESIGNED BY		
REVIEWED BY		

SHEET NUMBER 23





Location Map

STATION SIZE NOT TO SCALE

Notes: Backup

Collector/Residential Street Closure

Station Location

Station Type	Kiosks	Solar HR	Map Modules	Docks	Softed Bases	Non Softed Bases	Station Installation
Single	1	1	1	13	0	7	1

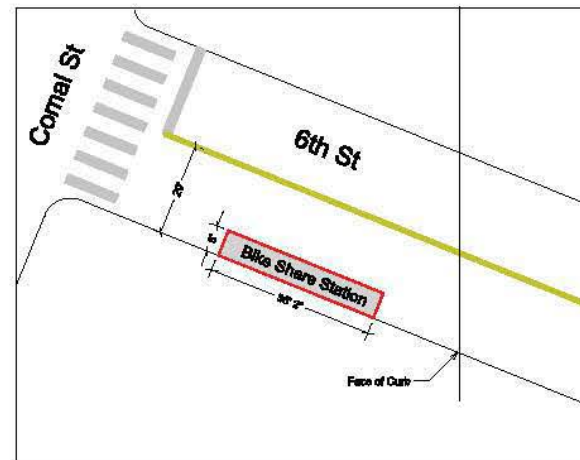
Station Location

6th and Comal (Backup)



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

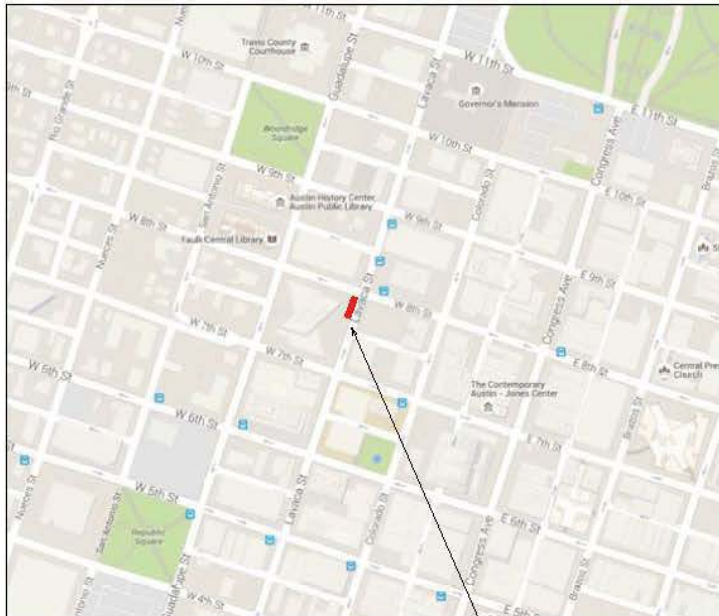
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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SHEET NUMBER 24



Location Map

STATION SIZE NOT TO SCALE

Notes: Backup

Sidewalk Closure needed

Station Location

Station Type	Kiosks	Solar HR	Map Modules	Docks	Softed Bases	Non Softed Bases	Station Installation
Single	1	1	1	9	5	0	1

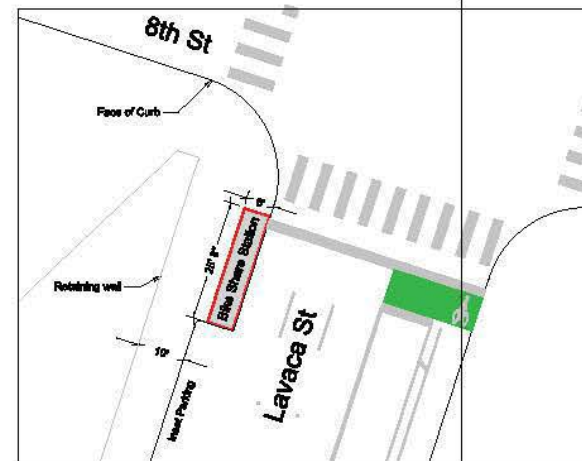
Station Location

8th and Lavaca (Backup)



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

0 20 40  
SCALE IN FEET

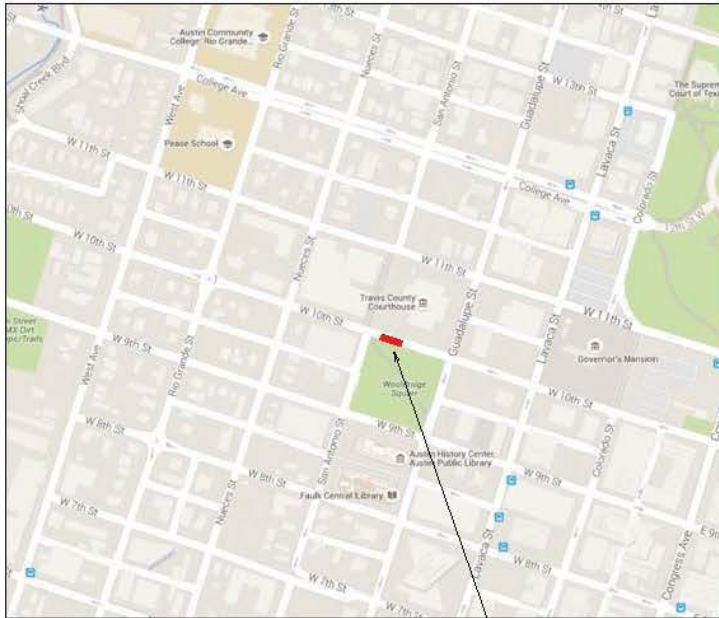
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TRANSPORTATION DEPARTMENT  
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Bicycle Share System Expansion  
Site Details



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SHEET NUMBER	25
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Location Map

STATION SIZE NOT TO SCALE

Notes: Backup

Collector/Residential Street Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Docks	Roller Racks	Non Roller Racks	Station Installation
Single	1	1	1	13	0	7	1

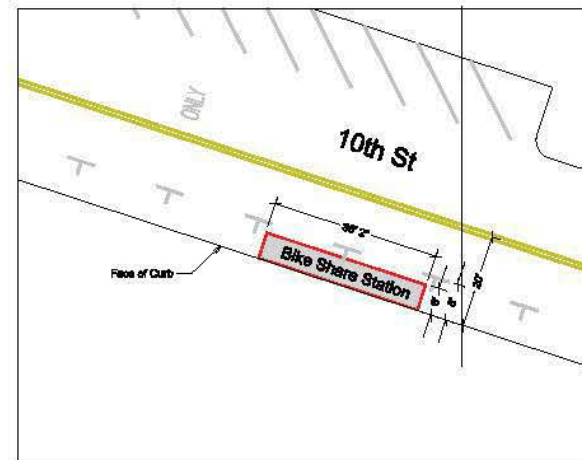
Station Location

10th and San Antonio (Backup)



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

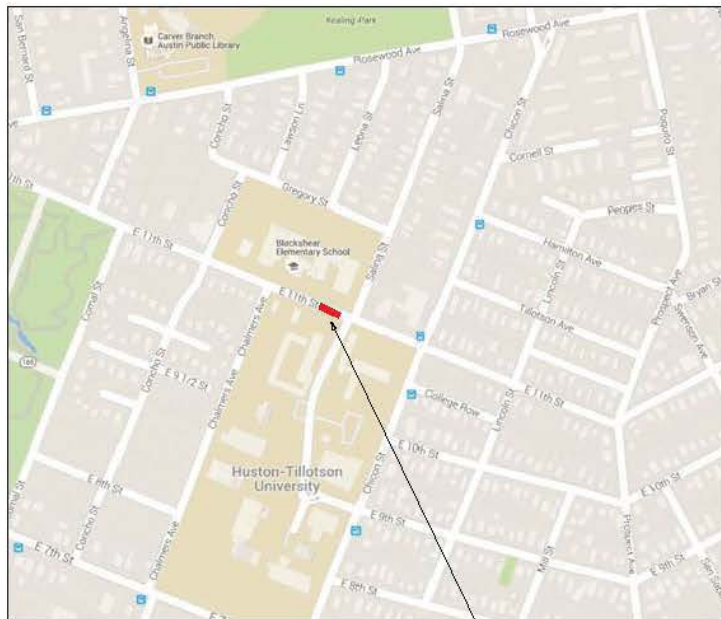
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



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SHEET NUMBER	26
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### Location Map

**Notes: Backup**

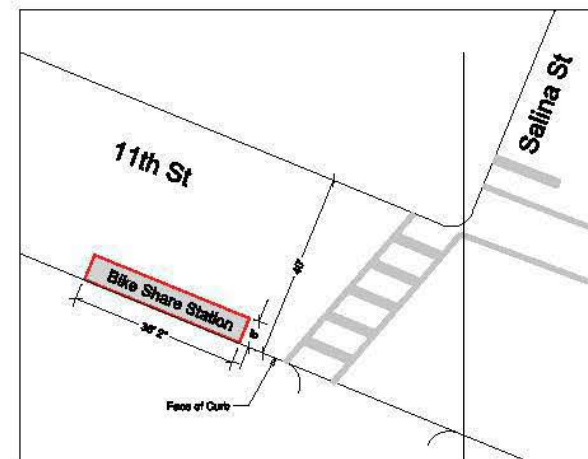
**Collector/Residential Street Closure needed**

Station Type	Kiosks	Solar Kiosk	Map Modules	Docks	Bolted Bases	Non Bolted Bases	Ballon Installation
Single	1	1	1	13	0	7	1

### 11th and Salina (Backup)



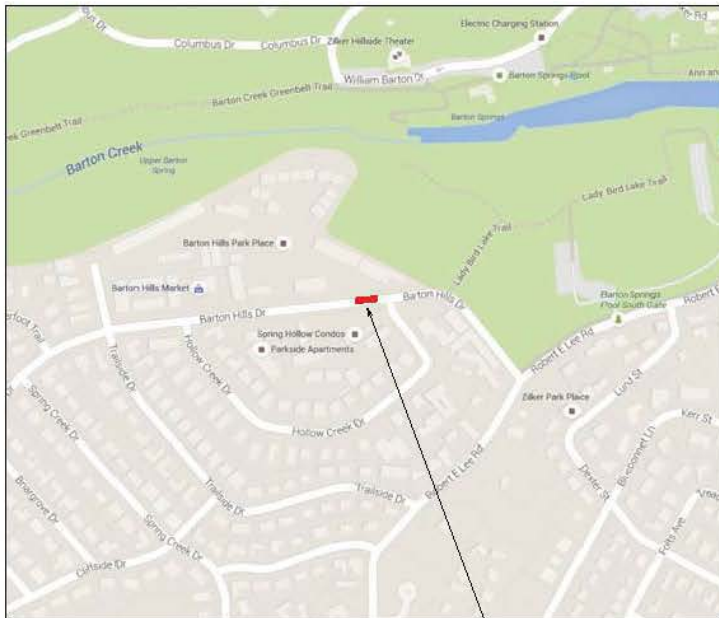
### Detail Plan



## Station Footprint

NOTES	NAME	DATE
SURVEY BY		
DRAWN BY	<b>JD</b>	<b>05/2016</b>
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DESIGNED BY		
REVIEWED BY		





**Location Map**

STATION SIZE NOT TO SCALE

**Notes:** Backup

Bike Lane Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Module	Doors	Roller Rases	Non Roller Rases	Station Installation
Single	1	1	1	13	0	7	1

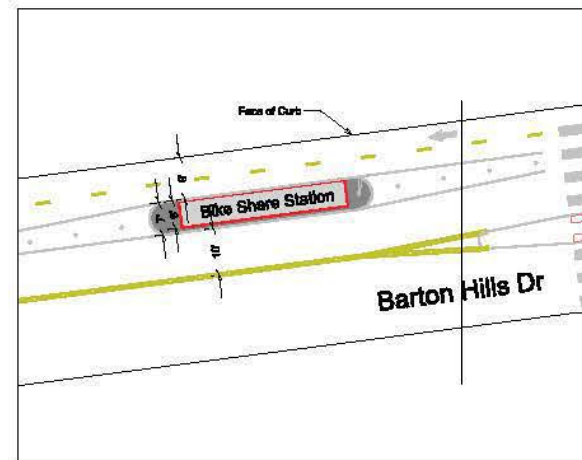
Station Location

**Barton Hills and Hollow Creek (Backup)**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

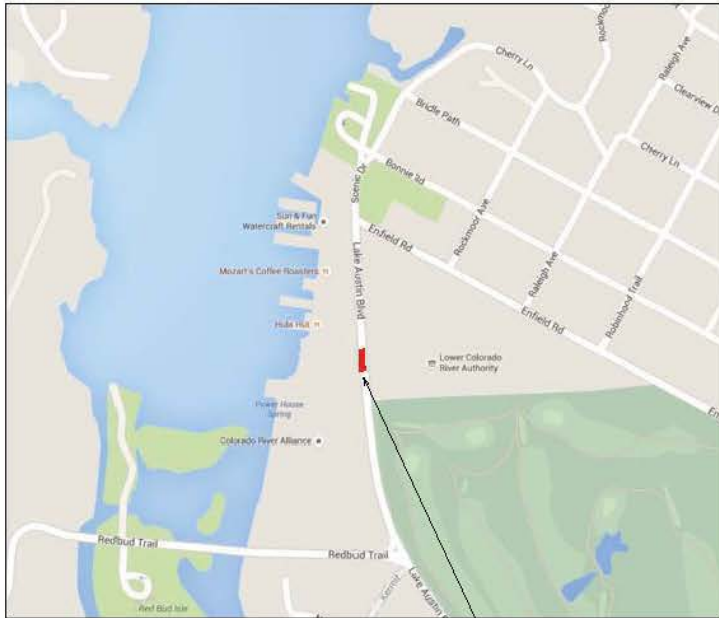
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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SHEET NUMBER 28



**Location Map**

STATION SIZE NOT TO SCALE

Notes: Backup

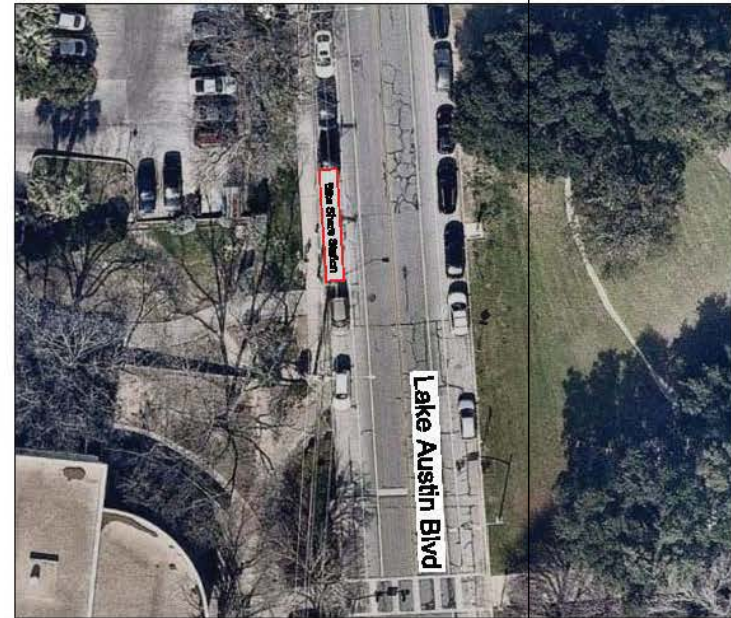
Bike Lane Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Bases	Non Roller Bases	Station Installation
Single	1	1	1	13	0	7	1

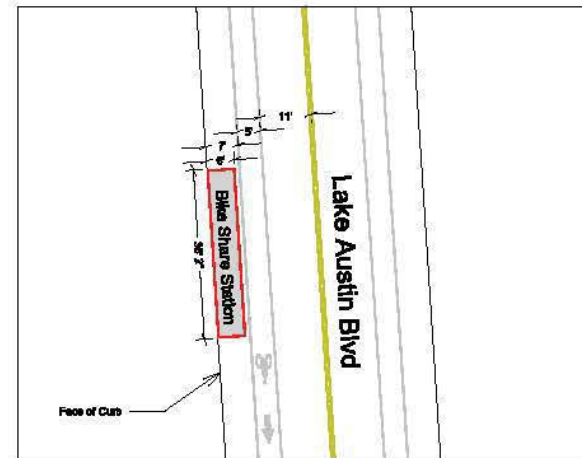
Station Location

**Lake Austin Blvd and Enfield (Backup)**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

0 20 40  
SCALE IN FEET

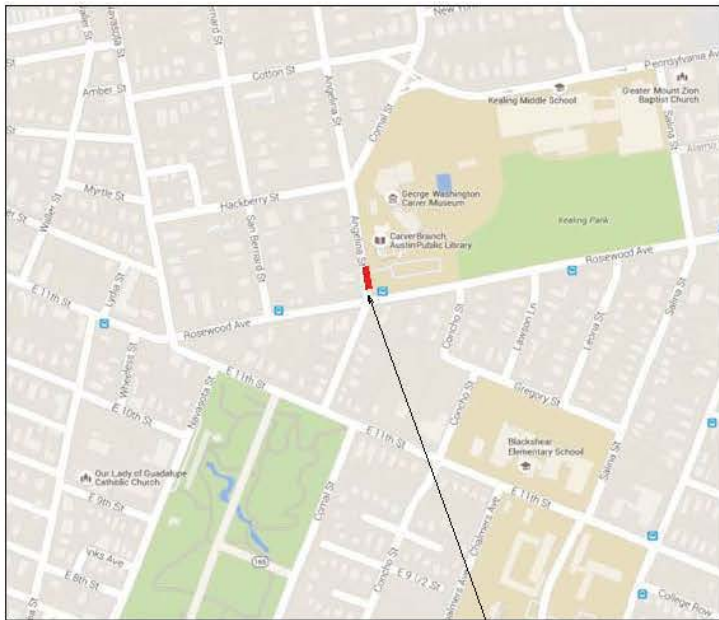
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
SURVEY BY		
DRAWN BY	JD	05/2016
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REVIEWED BY		

SHEET NUMBER 29





Location Map

STATION SIZE NOT TO SCALE

Notes: Backup

Collector/Residential Street Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Ropes	Non Roller Ropes	Station Installation
Single	1	1	1	13	0	7	1

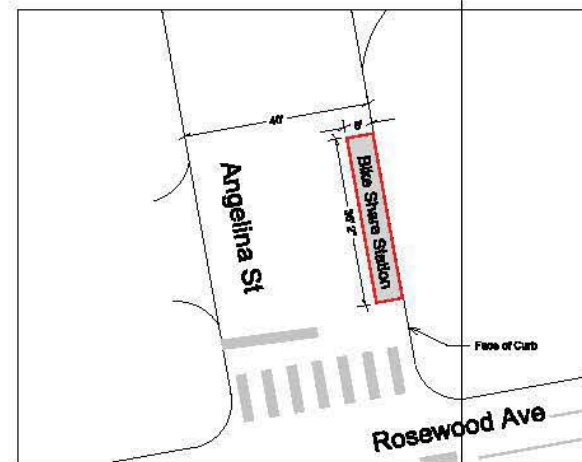
Station Location

Rosewood and Angelina (Backup)



Detail Plan

SCALE IN FEET



Station Footprint

SCALE IN FEET

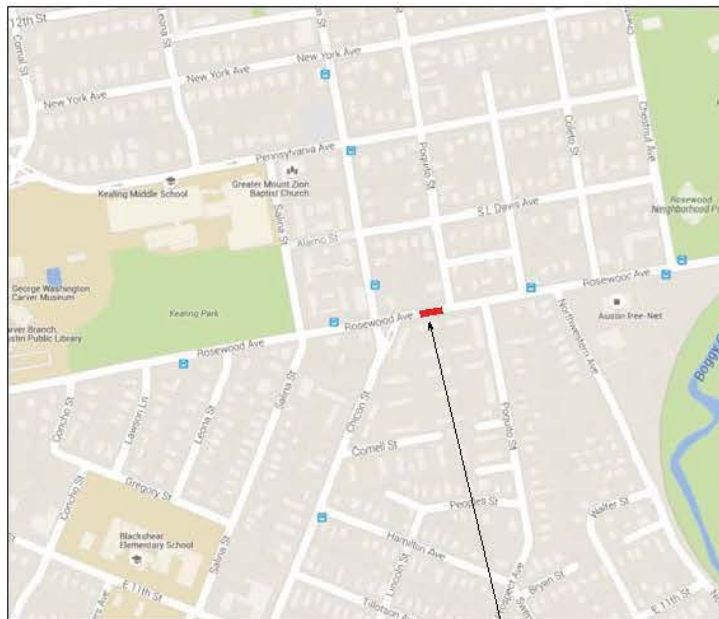
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TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



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SHEET NUMBER 30





**Location Map**

STATION SIZE NOT TO SCALE

Notes: Backup

Bike Lane Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Cases	Non Roller Cases	Station Installation
Single	1	1	1	13	0	7	1

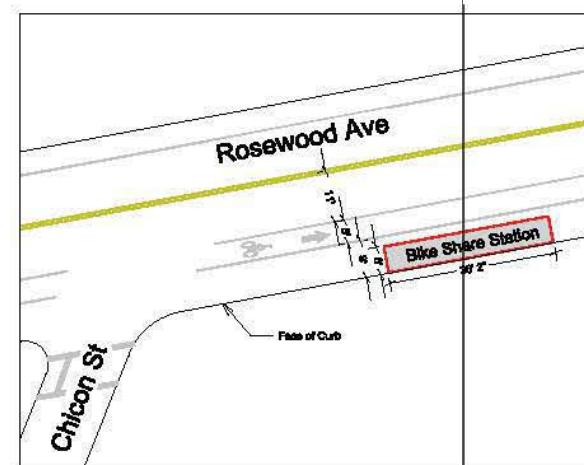
Station Location

**Rosewood and Chicon (Backup)**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

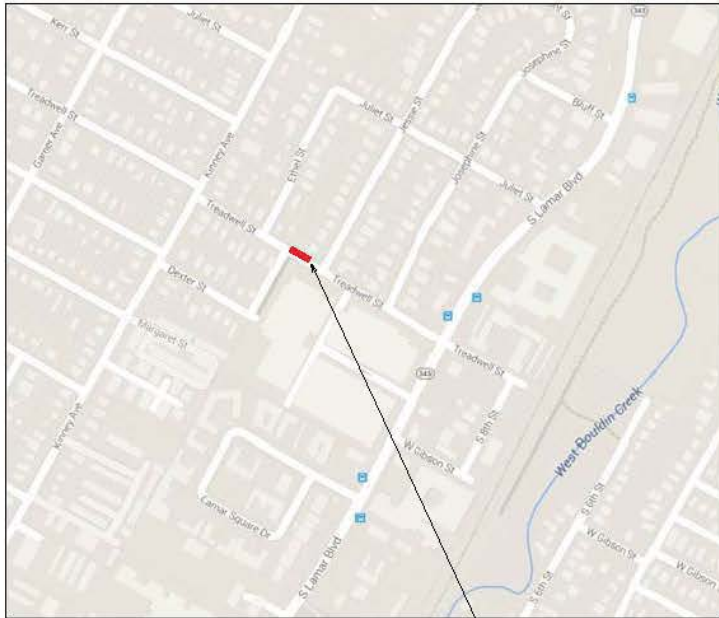
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



NOTES	NAME	DATE
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REVIEWED BY		

SHEET NUMBER 31



Location Map

STATION SIZE NOT TO SCALE

Notes: Backup  
Collector/Residential Street Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Racks	Non Roller Racks	Station Installation
Single	1	1	1	13	0	7	1

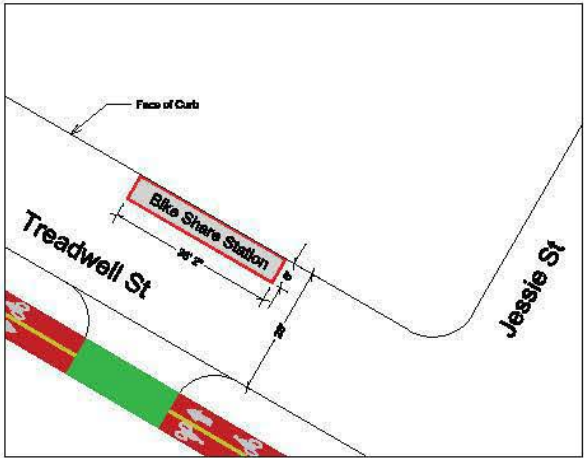
Station Location

Treadwell and Jessie (Backup)



Detail Plan

0 20 40  
SCALE IN FEET



Station Footprint

0 20 40  
SCALE IN FEET

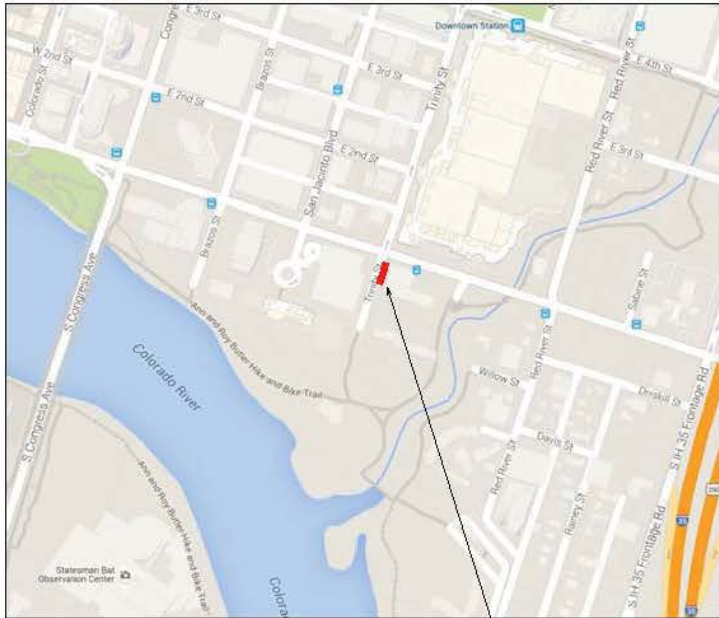
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



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**Location Map**

STATION SIZE NOT TO SCALE

Notes: Backup

Sidewalk Closure needed

Station Location

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Ropes	Non Roller Ropes	Station Installation
Single	1	1	1	11	0	6	1

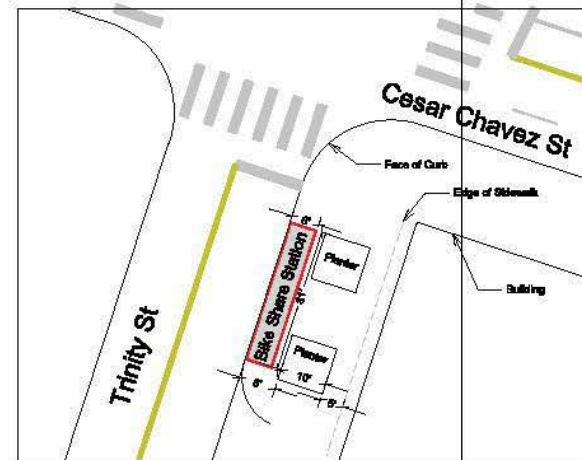
Station Location

**Trinity at Butler Trail Entrance (Backup)**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

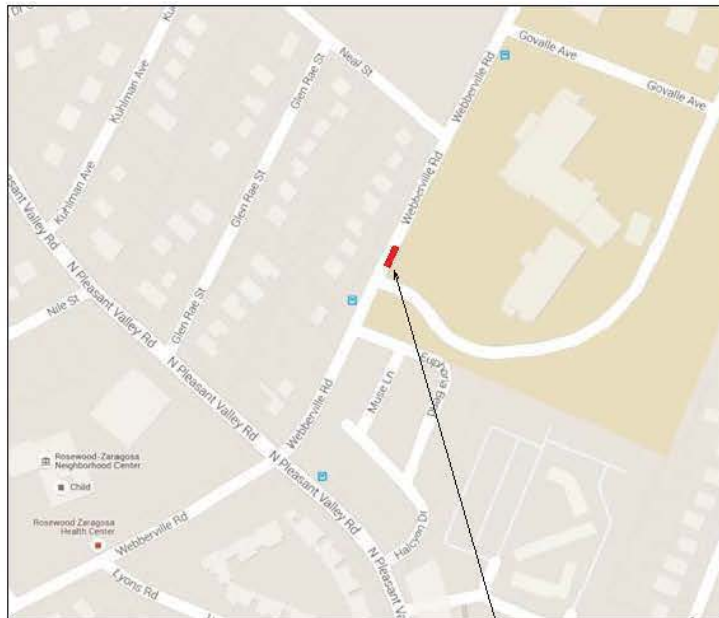
0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
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ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details



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**Location Map**

STATION SIZE NOT TO SCALE

**Notes: Backup**

**Collector/Residential Street Closure needed**

**Station Location**

Station Type	Kiosks	Solar Kit	Map Modules	Doors	Roller Bases	Non Roller Bases	Station Installation
Single	1	1	1	13	0	7	1

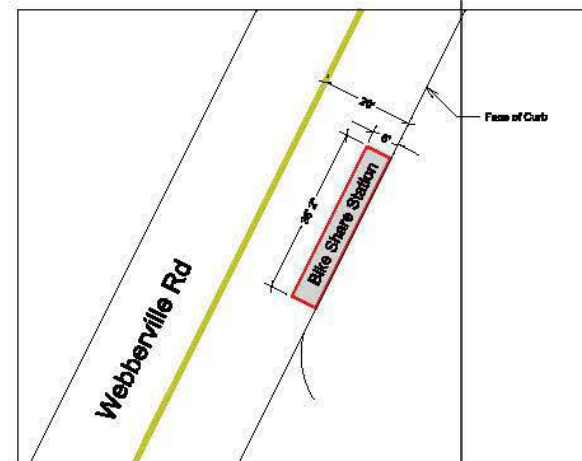
**Station Location**

**Webberville and Neal (Backup)**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

0 20 40  
SCALE IN FEET

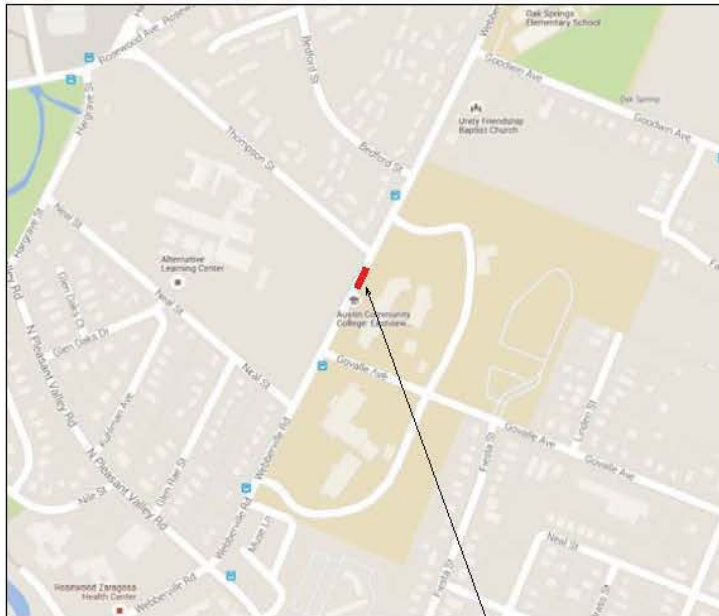
CITY OF AUSTIN, TEXAS  
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Site Details



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**Location Map**

STATION SIZE NOT TO SCALE

Notes: Backup

Collector/Residential Street Closure needed

Station Location

Station Type	Kiosks	Solar HR	Map Module	Docks	Soft Bases	Non Soft Bases	Station Installation
Single	1	1	1	13	0	7	1

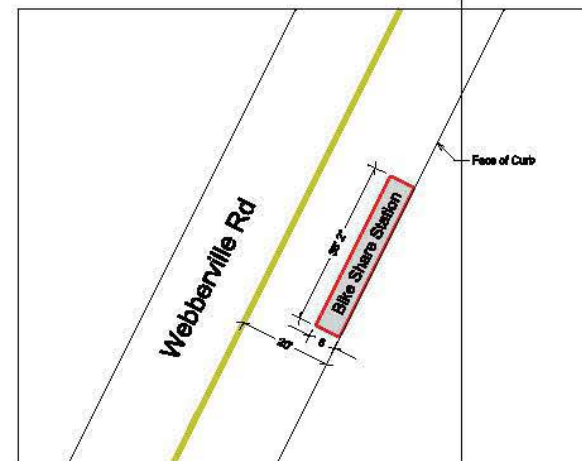
Station Location

**Webberville and Thompson (Backup)**



**Detail Plan**

0 20 40  
SCALE IN FEET



**Station Footprint**

0 20 40  
SCALE IN FEET

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
Site Details

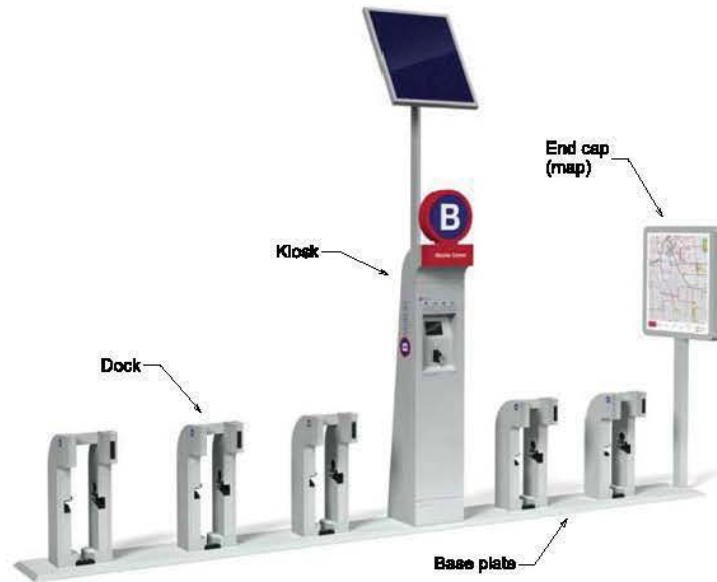


NOTES	NAME	DATE
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## B-Cycle Station Specifications

Approved for sole source supply



Stations are made up of kiosks, docks, and bases. Some stations also have a solar mast/array and/or an end cap module (map).

### Station location recommendations

- Destinations - historic sites, dense residential/commercial/retail, popular parks
- Intermodal hubs - bus/rail stations
- Existing bike paths/corridors
- Parking spaces
- High visibility - to the public and to sponsors

### Station Configurations

The stations are modular and configurable, bolted or non-bolted, require less than a light bulb of power draw, and can be A/C or solar-powered (completely off-grid, sunlight permitting). Typically, there are 1.5 docks for every bike - this allows extra space at the stations for bike returns. The maximum number of docks a station can have is 23. The minimum number of docks is 1, however, a minimum of 9 is recommended so that there are always bikes and docks available.



### Single-sided station

This is a single-sided station. It offers the least pedestrian impediment when the station is empty. It is the most common station type because of the limited space available in urban environments.



### Double-sided station

This is a double-sided station. It offers the maximum bikes per footprint.



### Custom Stations

Base plates can be custom made to fit the environment, such as circling a tree or allowing a conduit extension to traverse past a planter. There is a cost associated with any customization.

CITY OF AUSTIN, TEXAS  
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Station Specifications



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NUMBER 36

## B-Cycle Station Specifications

Approved for sole source supply

### Single-Sided Station

- Two docks fit on one base.
- A kiosk takes the place of one dock and can face any direction (to reduce glare, the screen should face away from the sun.)
- An endcap takes a spot on the base but still allows space for two docks.
- Max 12 bases = 23 docks



1 kiosk, 1 dock



2 docks



2 docks, 1 endcap

### Depth Space

- Single-sided stations must have at least 5' 8" of space (this includes a 6" front tire overhang) plus a recommended 4' back-up zone totaling 9' 8".

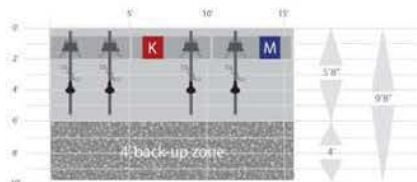


Single-Sided



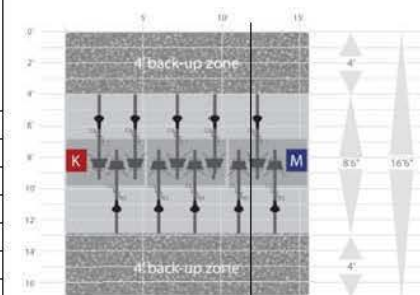
Double-Sided

### Single



Number of bases	Exact length required for bases (each base is 5' 2")	Number of docks, If single-sided (requires 5' 8" of depth plus a 4' back-up zone, or 9' 8" total)	Number of docks, If double-sided (requires 8' 6" of depth plus two 4' back-up zones, or 16' 6" total)
2	10' 4"	3	6
3	15' 6"	5	10
4	20' 8"	7	14
5	25' 10"	9	18
6	31'	11	22
7	36' 2"	13	
8	41' 4"	15	
9	46' 6"	17	
10	51' 8"	19	
11	56' 10"	21	
12	62"	23	

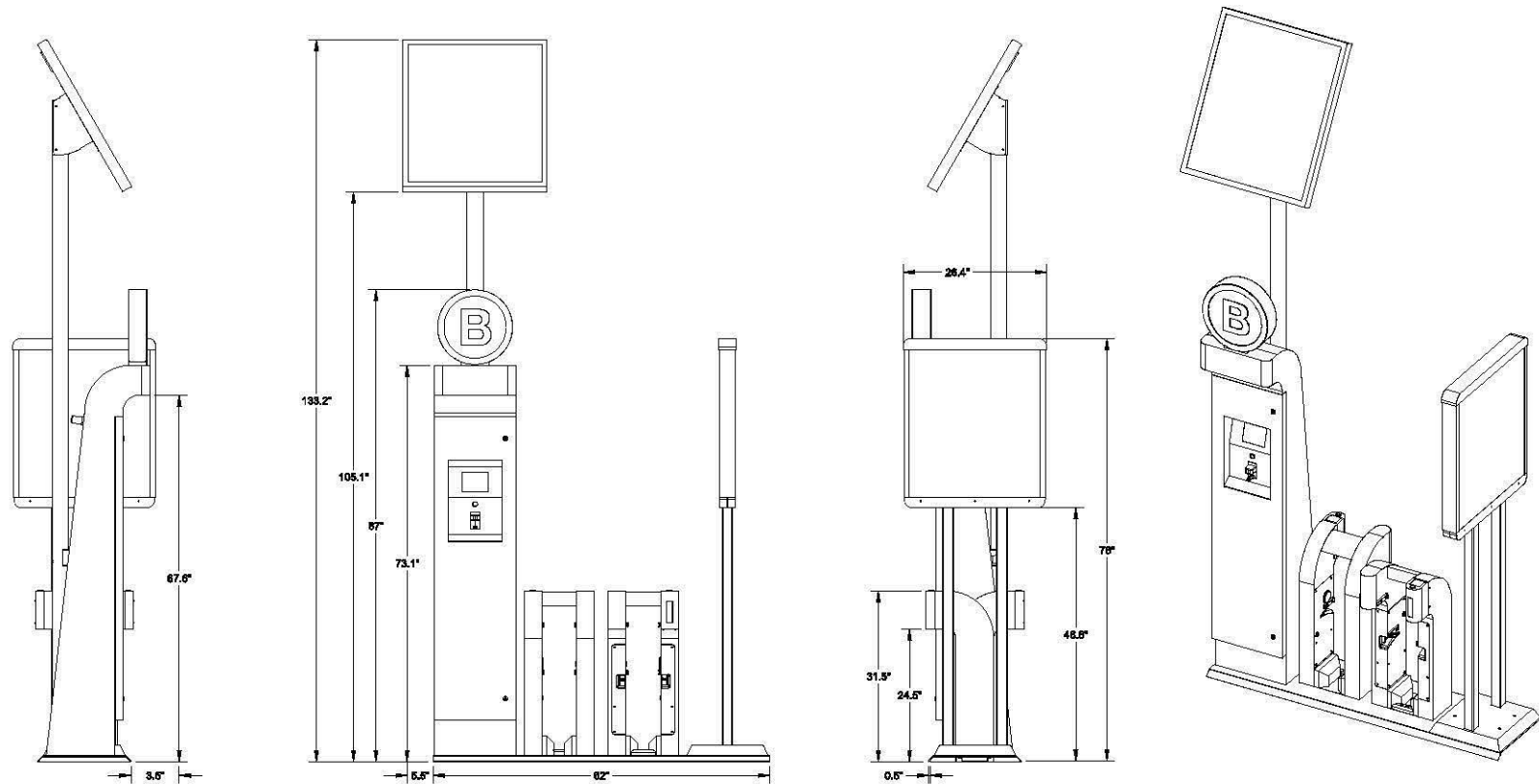
### Double





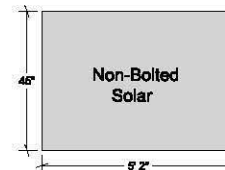
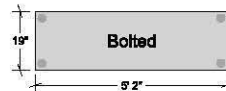
## B-Cycle Station Specifications

Approved for sole source supply



### Station Configurations

- All base plates are 5' 2" in length
- All bolted base plates are 19" in length
- Non-bolted AC or battery-powered base plates are 35" in depth
- Non-bolted solar-powered base plates are 45" in depth



### Station Weights

Kiosk - 160 lbs.  
Solar Kit - 120 lbs.  
19" baseplate - 40 lbs.  
35" baseplate - 175 lbs.  
45" baseplate - 215 lbs.  
Dock - 54 lbs.  
Map Module - 65 lbs.

CITY OF AUSTIN, TEXAS  
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Station Specifications



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## I. STORMWATER POLLUTION PREVENTION-CLEAN WATER ACT SECTION 402

TPDES TXR 150000: Stormwater Discharge Permit or Construction General Permit required for projects with 1 or more acres disturbed soil. Projects with any disturbed soil must protect for erosion and sedimentation in accordance with Item 506.

List MS4 Operator(s) that may receive discharges from this project. They may need to be notified prior to construction activities.

- 1.
2. ☒ No Action Required ☐ Required Action

Action No.

1. Prevent stormwater pollution by controlling erosion and sedimentation in accordance with TPDES Permit TXR 150000
2. Comply with the SW3P and revise when necessary to control pollution or required by the Engineer.
3. Post Construction Site Notice (CSN) with SW3P information on or near the site, accessible to the public and TCEQ, EPA or other inspectors.
4. When Contractor project specific locations (PSL's) increase disturbed soil area to 5 acres or more, submit NOI to TCEQ and the Engineer.

## II. WORK IN OR NEAR STREAMS, WATERBODIES AND WETLANDS CLEAN WATER ACT SECTIONS 401 AND 404

USACE Permit required for filling, dredging, excavating or other work in any water bodies, rivers, creeks, streams, wetlands or wet areas.

The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

- ☒ No Permit Required
- ☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)
- ☐ Nationwide Permit 14 - PCN Required (1/10 to 1/2 acre, 1/3 in tidal waters)
- ☐ Individual 404 Permit Required
- ☐ Other Nationwide Permit Required: NWP# \_\_\_\_\_

Required Actions: List waters of the US permit applies to, location in project and check Best Management Practices planned to control erosion, sedimentation and post-project TSS.

- 1.
- 2.
- 3.
- 4.

The elevation of the ordinary high water marks of any areas requiring work to be performed in the waters of the US requiring the use of a nationwide permit can be found on the Bridge Layouts.

### Best Management Practices:

#### Erosion

- ☐ Temporary Vegetation
- ☐ Blankets/Matting
- ☐ Mulch
- ☐ Sodding
- ☐ Interceptor Swale
- ☐ Diversion Dike
- ☐ Erosion Control Compost
- ☐ Mulch Filter Berm and Sacks
- ☐ Compost Filter Berm and Sacks

#### Sedimentation

- ☐ Silt Fence
- ☐ Rock Berm
- ☐ Triangular Filter Dike
- ☐ Sand Bag Berm
- ☐ Straw Bale Dike
- ☐ Brush Berms
- ☐ Erosion Control Compost
- ☐ Mulch Filter Berm and Sacks
- ☐ Compost Filter Berm and Sacks
- ☐ Stone Outlet Sediment Traps
- ☐ Sediment Basins

#### Post-Construction TSS

- ☐ Vegetative Filter Strips
- ☐ Retention/Irrigation Systems
- ☐ Extended Detention Basin
- ☐ Constructed Wetlands
- ☐ Wet Basin
- ☐ Erosion Control Compost
- ☐ Mulch Filter Berm and Sacks
- ☐ Compost Filter Berm and Sacks
- ☐ Vegetation Lined Ditches
- ☐ Sand Filter Systems
- ☐ Grassy Swales

## III. CULTURAL RESOURCES

Refer to TxDOT Standard Specifications in the event historical issues or archaeological artifacts are found during construction. Upon discovery of archaeological artifacts (bones, burnt rock, flint, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.

- ☒ No Action Required ☐ Required Action

Action No.

- 1.
- 2.
- 3.
- 4.

## IV. VEGETATION RESOURCES

Preserve native vegetation to the extent practical. Contractor must adhere to Construction Specification Requirements Specs 162, 164, 192, 193, 506, 730, 751, 752 in order to comply with requirements for invasive species, beneficial landscaping, and tree/brush removal commitments.

- ☒ No Action Required ☐ Required Action

Action No.

- 1.
- 2.
- 3.
- 4.

## V. FEDERAL LISTED, PROPOSED THREATENED, ENDANGERED SPECIES, CRITICAL HABITAT, STATE LISTED SPECIES, CANDIDATE SPECIES AND MIGRATORY BIRDS.

- ☒ No Action Required ☐ Required Action

Action No.

- 1.
- 2.
- 3.
- 4.

If any of the listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately. The work may not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If caves or sinkholes are discovered, cease work in the immediate area, and contact the Engineer immediately.

### LIST OF ABBREVIATIONS

BMP: Best Management Practice	SPCD: Spill Prevention Control and Countermeasure
COP: Construction General Permit	SW3P: Storm Water Pollution Prevention Plan
DSHS: Texas Department of State Health Services	PQR: Pre-Construction Notification
FHWA: Federal Highway Administration	PSL: Project Specific Location
MOA: Memorandum of Agreement	TCEQ: Texas Commission on Environmental Quality
MOU: Memorandum of Understanding	TPDES: Texas Pollutant Discharge Elimination System
MS4: Municipal Separate Stormwater Sewer System	TPWD: Texas Parks and Wildlife Department
MTA: Migratory Bird Treaty Act	TxDOT: Texas Department of Transportation
NOT: Notice of Termination	TRE: Threatened and Endangered Species
NWP: Nationwide Permit	USACE: U.S. Army Corps of Engineers
NOI: Notice of Intent	USFWS: U.S. Fish and Wildlife Service

## VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

General (applies to all projects):

Comply with the Hazard Communication Act (the Act) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used. Obtain and keep on-site Material Safety Data Sheets (MSDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: Paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bare ground and covered, for products which may be hazardous. Maintain product labeling as required by the Act. Maintain an adequate supply of on-site spill response materials, as indicated in the MSDS. In the event of a spill, take actions to mitigate the spill as indicated in the MSDS, in accordance with safe work practices, and contact the District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of all product spills.

Contact the Engineer if any of the following are detected:

- Dead or distressed vegetation (not identified as normal)
- Trash piles, drums, containers, barrels, etc.
- Undesirable smells or odors
- Evidence of leaching or seepage of substances

Does the project involve any bridge class structure rehabilitation or replacements (bridge class structures not including box culverts)?

- ☐ Yes ☒ No

If "No", then no further action is required.

If "Yes", then TxDOT is responsible for completing asbestos assessment/inspection.

Are the results of the asbestos inspection positive (is asbestos present)?

- ☐ Yes ☒ No

If "Yes", then TxDOT must retain a DSHS licensed asbestos consultant to assist with the notification, develop abatement/mitigation procedures, and perform management activities as necessary. The notification form to DSHS must be postmarked at least 15 working days prior to scheduled demolition.

If "No", then TxDOT is still required to notify DSHS 15 working days prior to any scheduled demolition.

In either case, the Contractor is responsible for providing the date(s) for abatement activities and/or demolition with careful coordination between the Engineer and asbestos consultant in order to minimize construction delays and subsequent claims.

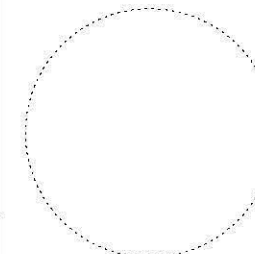
Any other evidence indicating possible hazardous materials or contamination discovered on site. Hazardous Materials or Contamination Issues Specific to this Project:

- ☒ No Action Required ☐ Required Action

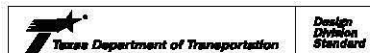
## VII. OTHER ENVIRONMENTAL ISSUES

(Includes regional issues such as Edwards Aquifer District, etc.)

- ☒ No Action Required ☐ Required Action



P.E. \_\_\_\_\_ DATE \_\_\_\_\_



## ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS

EPIC

FILE: epic.dwg	BY: TxDOT	CHK: _____	DATE: _____	CHK: _____
© TxDOT: February 2015	CONT: 0914	SECT: 04	JOB: 299	REVISION: VARIOUS
10-10-2004 000	REVISIONS:	DATE: 09-14-14	ADDED NOTE SECTION IV, 10-10-2004 SECTION IV, 10-10-2004	SHEET NO. 39
10-10-2004 000	REVISIONS:	DATE: 09-14-14	ADDED NOTE SECTION IV, 10-10-2004 SECTION IV, 10-10-2004	SHEET NO. 39



END ROAD WORK

BUFFER WORK  
ZONE AREA

L

X

X

X

X

RIGHT LANE  
CLOSED\*  
AHEAD

\*OPTIONAL FOR  
50 KMPH  
(30 MPH) OR LESS

RIGHT LANE  
CLOSED  
AHEAD

ROAD  
WORK  
AHEAD

SEE SHEET 8 OF 9 FOR GENERAL  
NOTES AND SHEET 9 OF 9  
FOR DEVICE SPACING.

**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS

**ARTERIAL ONE LANE CLOSURE**

RECORD COPY SIGNED  
BY KERI JUAREZ

01/04/11  
ADOPTED

THE ARCHITECT/ENGINEER ASSUMES  
RESPONSIBILITY FOR APPROPRIATE USE  
OF THIS STANDARD.

STANDARD NO.  
**804S-1**  
1 OF 9

SEE SHEET 8 OF 9 FOR GENERAL  
NOTES AND SHEET 9 OF 9  
FOR DEVICE SPACING.

CROSSWALK CLOSED  
USE OTHER SIDE

CROSSWALK CLOSED  
USE OTHER SIDE

SIDEWALK CLOSED  
USE OTHER SIDE

SIDEWALK  
CLOSED

SIDEWALK CLOSED  
USE OTHER SIDE

ROAD  
WORK  
AHEAD

**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS

**BYPASS WALKWAY, SIDEWALK  
AND CROSSWALK CLOSURES**

RECORD COPY SIGNED  
BY KERI JUAREZ

01/04/11  
ADOPTED

THE ARCHITECT/ENGINEER ASSUMES  
RESPONSIBILITY FOR APPROPRIATE USE  
OF THIS STANDARD.

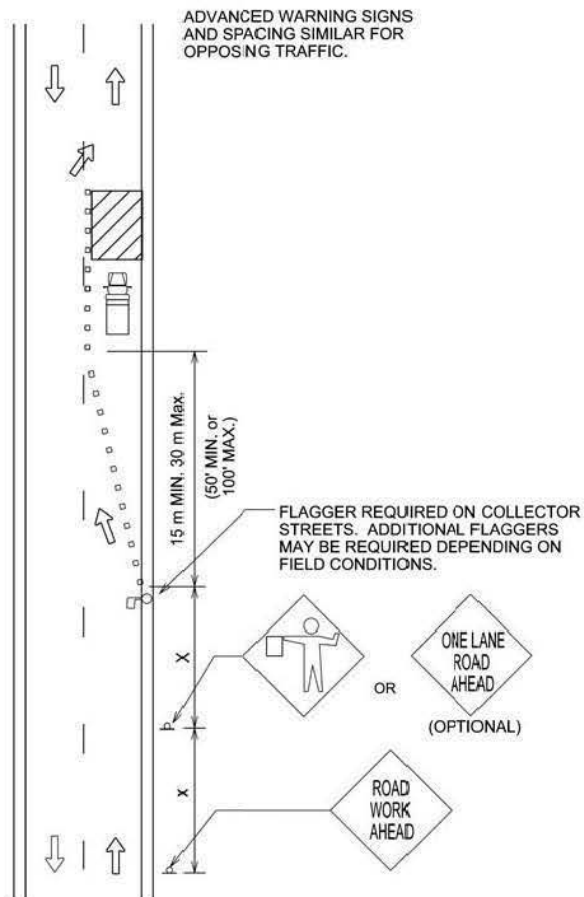
STANDARD NO.  
**804S-1**  
4 OF 9

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
City of Austin Traffic Control Standards



NOTES	NAME	DATE
SURVEY BY		
DRAWN BY	JD	05/2016
CHECKED BY		
DESIGNED BY		
REVIEWED BY		

SHEET NUMBER	40
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SEE SHEET 8 OF 9 FOR GENERAL NOTES AND SHEET 9 OF 9 FOR DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		COLLECTOR/RESIDENTIAL LANE CLOSURES
RECORD COPY SIGNED BY KERI JUAREZ	01/04/11 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
		STANDARD NO. <b>804S-1</b> 5 OF 9

1. ALL SETUPS SHALL BE IN ACCORDANCE WITH THE CURRENT ADDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL.
2. TO DETERMINE APPROPRIATE DEVICES AND SIGN SIZES TO BE USED, REFER TO STANDARD 804S-5. SHEETS 5, 6 AND 7 OF 11.
3. FOR INTERMEDIATE-TERM SITUATIONS, WHEN IT IS NOT FEASIBLE TO REMOVE AND RESTORE PAVEMENT MARKINGS, THE CHANNELIZATION MUST BE MADE DOMINANT BY USING A VERY CLOSE DEVICE SPACING. THIS IS ESPECIALLY IMPORTANT IN LOCATIONS OF CONFLICTING INFORMATION, SUCH AS WHERE TRAFFIC IS DIRECTED OVER A DOUBLE YELLOW CENTERLINE. IN SUCH LOCATIONS, A MAXIMUM CHANNELIZING DEVICE SPACING OF 3 m (10') IS REQUIRED.
4. FOR LONG TERM STATIONARY WORK, ALL CONFLICTING PAVEMENT MARKINGS MUST BE REMOVED AND CENTERLINE STRIPING PROVIDED WHERE TWO WAY TRAFFIC IS IN ADJACENT LANES.
5. FOR TEMPORARY PAVEMENT MARKING REQUIREMENTS SEE STANDARD 804S-3.
6. FOR ONE-WAY AND MULTI-LANE ROADWAYS THE "LANE BLOCKED" SIGN MAY BE USED IN LIEU OF THE "LANE CLOSED AHEAD" SIGN. THE NUMBER OF DIGITS ON THE SIGN SHALL NOT BE GREATER THAN THE NUMBER OF LANES PRESENT ON THE ROADWAY. THE "X" SHALL BE PLACED UNDER THE NUMBER OF LANE(S) BLOCKED.
7. FOR FLAGGING OPERATION REQUIREMENTS SEE STANDARD 804S-2.
8. CONTRACTOR SHALL PROVIDE SIDEWALK CLOSURES, CROSSWALK CLOSURES OR WALKWAY BYPASS WHEREVER PEDESTRIAN MOVEMENTS ARE AFFECTED BY CONSTRUCTION ACTIVITIES. ALL SIDEWALKS AND CROSSWALKS SHALL BE ACCESSIBLE WHEN CONTRACTOR IS NOT WORKING UNLESS APPROVED BY THE TRANSPORTATION DIVISION.
9. FOR EXCAVATION PROTECTION AND SAFETY FENCE REQUIREMENTS SEE STANDARD 804S-4.
10. THE USE OF ARROW DISPLAYS ARE REQUIRED ON ALL LANE CLOSURES. THE CONTRACTOR SHALL PROVIDE ONE (1) STAND-BY UNIT IN GOOD WORKING CONDITION AT THE JOB SITE, READY FOR USE IF THE OPERATION REQUIRES 24-HOUR A DAY LANE CLOSURE SET-UPS.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		GENERAL NOTES
RECORD COPY SIGNED BY KERI JUAREZ	01/04/11 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
		STANDARD NO. <b>804S-1</b> 8 OF 9

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
City of Austin Traffic Control Standards



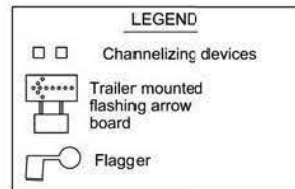
NOTES	NAME	DATE
SURVEY BY		
DRAWN BY		JD 05/2016
CHECKED BY		
DESIGNED BY		
REVIEWED BY		

SHEET  
NUMBER 41



**Typical Transition Lengths and  
Suggested Maximum Spacing of Devices**

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		Suggested Sign Spacing Meters (Feet)
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	
50	30	$L = WS^2/60$	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
55	35		65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)	50 (160)
65	40		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	75 (240)
70	45	$L = WS$	135 (450)	150 (495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
80	50		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	120 (400)
90	55		165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)	150 (500)
95	60		180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
105	65		195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	210 (700)
115	70		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	240 (800)



**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS

RECORD COPY SIGNED  
BY KERI JUAREZ

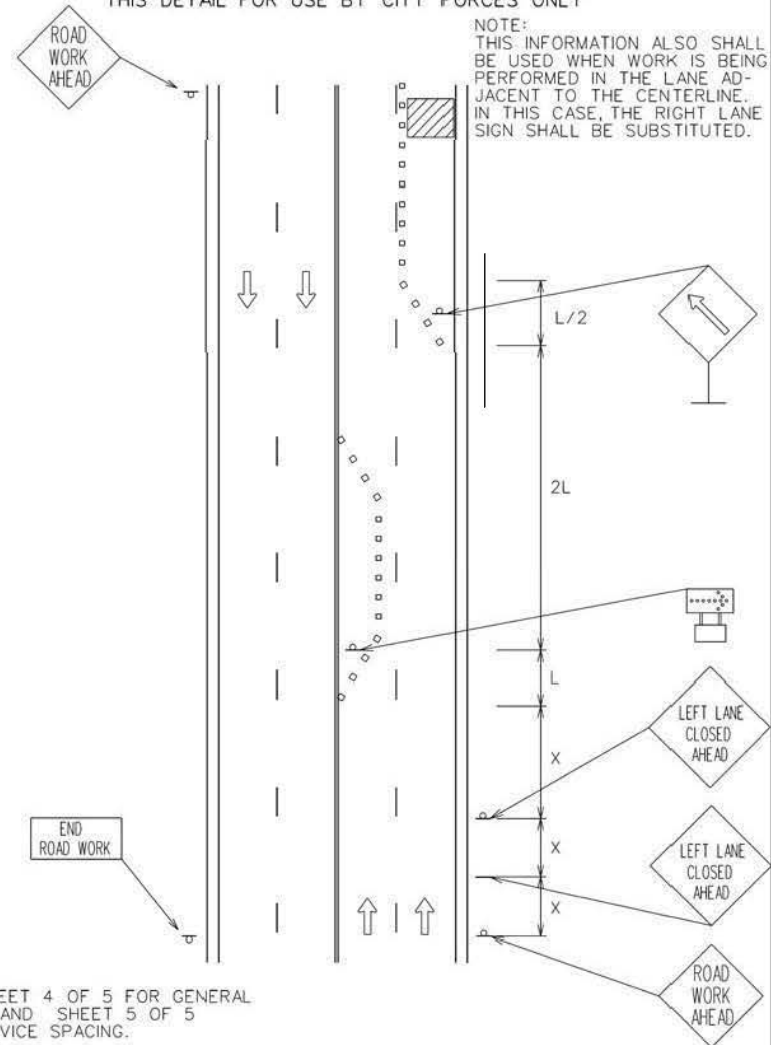
01/04/11  
ADOPTED

**DEVICE SPACING**

THE ARCHITECT/ENGINEER ASSUMES  
RESPONSIBILITY FOR APPROPRIATE USE  
OF THIS STANDARD.

STANDARD NO.  
**804S-1**  
9 OF 9

THIS DETAIL FOR USE BY CITY FORCES ONLY



SEE SHEET 4 OF 5 FOR GENERAL  
NOTES AND SHEET 5 OF 5  
FOR DEVICE SPACING.

**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS

RECORD COPY SIGNED  
BY BILL GARDNER

11/13/07  
ADOPTED

**TEMPORARY ARTERIAL ONE LANE  
CLOSURE-LEFT LANE**

THE ARCHITECT/ENGINEER ASSUMES  
RESPONSIBILITY FOR APPROPRIATE USE  
OF THIS STANDARD.

STANDARD NO.  
**804S-1A**  
3 OF 5

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
City of Austin Traffic Control Standards



NOTES	NAME	DATE
DRAWN BY		
CHECKED BY		
DESIGNED BY		
REVIEWED BY		

SHEET  
NUMBER

42

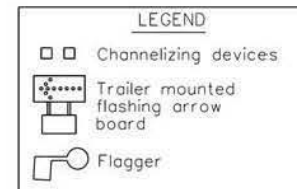
THIS DETAIL FOR USE BY CITY FORCES ONLY

1. ALL SETUPS SHALL BE IN ACCORDANCE WITH THE CURRENT ADDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL.
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7. FOR FLAGGING OPERATION REQUIREMENTS SEE STANDARD 804S-2.
8. CONTRACTOR SHALL PROVIDE SIDEWALK CLOSURES, CROSSWALK CLOSURES OR WALKWAY BYPASS WHEREVER PEDESTRIAN MOVEMENTS ARE AFFECTED BY CONSTRUCTION ACTIVITIES. ALL SIDEWALKS AND CROSSWALKS SHALL BE ACCESSIBLE WHEN CONTRACTOR IS NOT WORKING UNLESS APPROVED BY THE TRANSPORTATION DIVISION.
9. FOR EXCAVATION PROTECTION AND SAFETY FENCE REQUIREMENTS SEE STANDARD 804S-4.
10. THE USE OF ARROW DISPLAYS ARE REQUIRED ON ALL LANE CLOSURES. THE CONTRACTOR SHALL PROVIDE ONE (1) STAND-BY UNIT IN GOOD WORKING CONDITION AT THE JOB SITE, READY FOR USE IF THE OPERATION REQUIRES 24-HOUR A DAY LANE CLOSURE SET-UPS.
11. WHEN ACTIVITY ENCROACHES OR BLOCKS A BIKE LANE, SIGNS ARE REQUIRED TO INDICATE BIKE LANE CLOSURES.

THIS DETAIL FOR USE BY CITY FORCES ONLY

Typical Transition Lengths and  
Suggested Maximum Spacing of Devices

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		Suggested Sign Spacing Meters (Feet)
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	
50	30	$L = WS^2/60$	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
55	35		65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)	50 (160)
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70	45	$L = WS$	135 (450)	150 (495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
80	50		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	120 (400)
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115	70		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	240 (800)



CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		GENERAL NOTES	
RECORD COPY SIGNED BY BILL GARDNER	11/13/07	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. <b>804S-1A</b> 4 OF 5
ADOPTED			

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		DEVICE SPACING	
RECORD COPY SIGNED BY BILL GARDNER	11/13/07	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. <b>804S-1A</b> 5 OF 5
ADOPTED			

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
City of Austin Traffic Control Standards

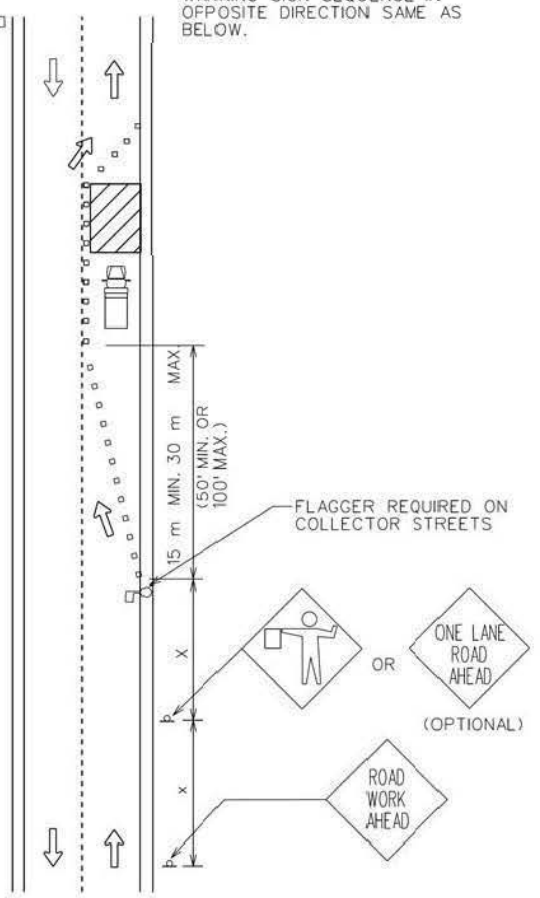


NOTES	NAME	DATE
SURVEY BY		
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REVIEWED BY		
SHEET NUMBER	43	

FLAGGER REQUIRED ON COLLECTOR STREETS

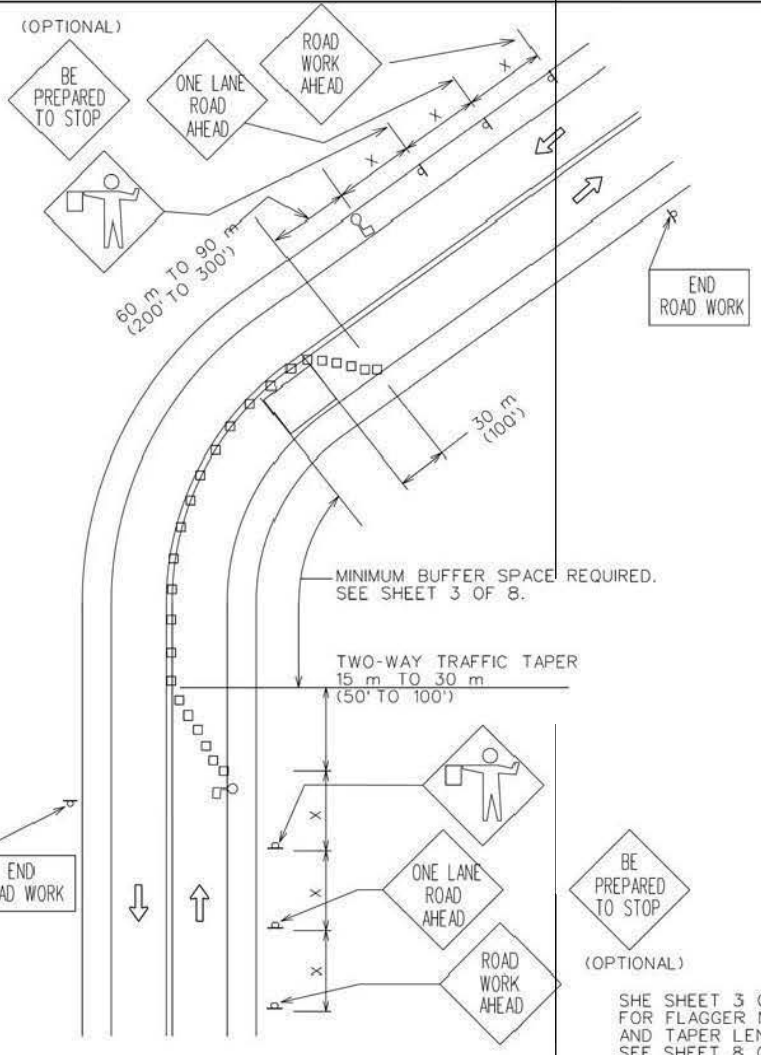
USE OF SECOND FLAGGER IS OPTIONAL.

NOTE:  
WARNING SIGN SEQUENCE IN OPPOSITE DIRECTION SAME AS BELOW.



SEE SHEET 3 OF 8 FOR FLAGGER NOTES AND TAPER LENGTHS. SEE SHEET 8 OF 8 FOR DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		COLLECTOR / RESIDENTIAL STREET FLAGGING OPERATIONS	
RECORD COPY SIGNED BY BILL GARDNER	03/13/06	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-2 1 OF 8
ADOPTED			



SEE SHEET 3 OF 8 FOR FLAGGER NOTES AND TAPER LENGTHS. SEE SHEET 8 OF 8 FOR DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		FLAGGER SETUP FOR 2 LANE ROADWAY	
RECORD COPY SIGNED BY BILL GARDNER	03/13/06	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-2 2 OF 8
ADOPTED			

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
City of Austin Traffic Control Standards



NOTES	NAME	DATE
SURVEY BY		
DRAWN BY		JD 05/2016
CHECKED BY		
DESIGNED BY		
REVIEWED BY		

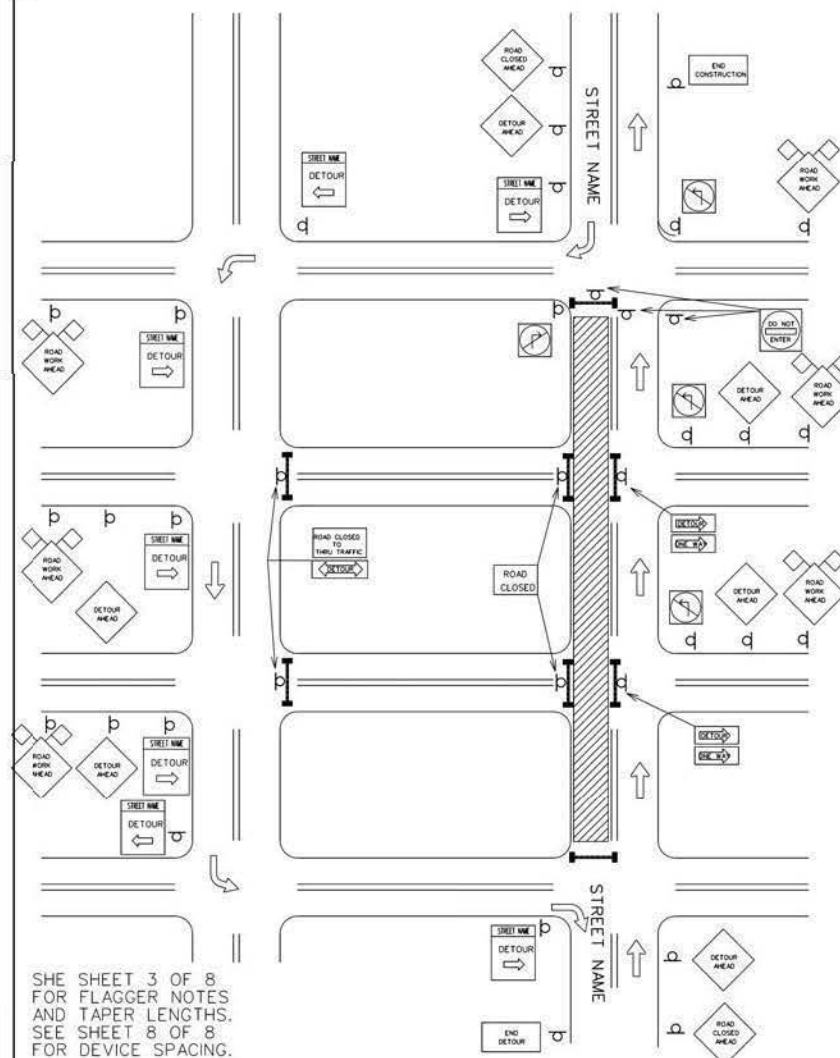


1. FOR DAYTIME WORK, THE FLAGGER SHALL WEAR AN APPROVED BRIGHTLY COLORED VEST. FOR NIGHTTIME WORK, THE VEST SHALL BE RETROREFLECTIVE. THE RETROREFLECTIVE MATERIAL SHALL BE ORANGE, YELLOW, WHITE, SILVER, STRONG YELLOW-GREEN OR A FLOURESCENT VERSION OF THESE COLORS AND SHALL BE VISIBLE AT A MINIMUM DISTANCE OF 305 m (1,000').
2. FOR LOW-VOLUME APPLICATIONS, A SINGLE FLAGGER MAY BE ADEQUATE. WHERE ONE FLAGGER CAN BE USED, SUCH AS FOR SHORT WORK AREAS ON STRAIGHT ROADWAYS, THE FLAGGER MUST BE VISIBLE TO APPROACHING TRAFFIC FROM BOTH DIRECTIONS.
3. FLAGGERS SHALL USE ONLY STOP/SLOW PADDLE TO DIRECT TRAFFIC UNLESS WORKING IN A SIGNALIZED INTERSECTION WHERE DRIVERS MAY BE CONFUSED BY THE SIGN PADDLE. HAND SIGNAL MAY BE USED IN THESE SITUATIONS.
4. FLAGGERS SHALL ENSURE THAT ALL REQUIRED SIGNING IS IN PLACE PRIOR TO BEGINNING FLAGGING OPERATIONS.
5. FLAGGERS SHALL NOT PERFORM WORK THAT IS NOT RELATED TO FLAGGING WHILE ON DUTY.
6. FLAGGERS MAY CARRY AIR HORNS OR WHISTLES TO WARN WORKERS OF AN EMERGENCY CONDITION.
7. FLAGGERS SHALL BE REQUIRED TO USE TWO-WAY RADIOS WHEN OUT OF CLEAR VIEW OF EACH OTHER.
8. FLOODLIGHTS SHOULD BE PROVIDED TO MARK FLAGGER STATIONS AT NIGHT AS NEEDED.

TAPER LENGTHS

SPEED (kmph)	SPEED* (mph)	LENGTH (meters)	LENGTH (feet)
30	20	11	35
40	25	17	55
50	30	26	85
55	35	36	120
65	40	51	170
70	45	66	220
80	50	84	280
90	55	101	335
95	60	125	415
105	65	146	485

\*POSTED SPEED



SEE SHEET 3 OF 8  
FOR FLAGGER NOTES  
AND TAPER LENGTHS.  
SEE SHEET 8 OF 8  
FOR DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		FLAGGER SETUP FOR 2 LANE ROADWAY	
RECORD COPY SIGNED BY BILL GARDNER	03/13/06	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-2 3 OF 8
ADOPTED			

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		STREET DETOUR SINGLE DIRECTION	
RECORD COPY SIGNED BY BILL GARDNER	03/13/06	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-2 5 OF 8
ADOPTED			

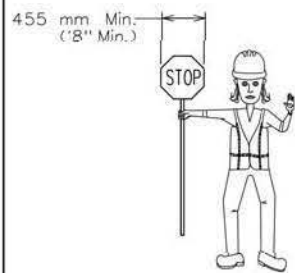
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Blonde Shere System Expansion  
City of Austin Traffic Control Standards



NOTES	NAME	DATE
SURVEY BY		
DRAWN BY	JD	05/2016
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DESIGNED BY		
REVIEWED BY		
SHEET NUMBER	45	

# PREFERRED METHOD

## PADDLE



TO STOP TRAFFIC



TRAFFIC PROCEED

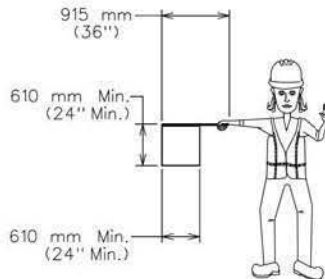


TO ALERT AND SLOW TRAFFIC

SHE SHEET 3 OF 8  
FOR FLAGGER NOTES.

# EMERGENCY USE ONLY

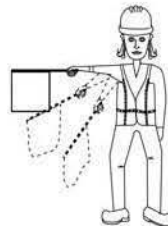
## FLAG



TO STOP TRAFFIC



TRAFFIC PROCEED



TO ALERT AND SLOW TRAFFIC

# Typical Transition Lengths and Suggested Maximum Spacing of Devices

Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		Suggested Sign Spacing Meters (Feet)
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	
50	30	$L = WS^2 / 60$	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
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115	70		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	240 (800)

## LEGEND

- ☐ Channelizing devices
- Trailer mounted flashing arrow board
- Flagger

## TRAFFIC DETOUR NOTES:

- "STREET CLOSED" AND "STREET CLOSED TO THRU TRAFFIC" MAY BE USED IN PLACE OF "ROAD CLOSED" AND "ROAD CLOSED TO THRU TRAFFIC".
- THE USE OF A STREET SIGN NAME NAME MOUNTED WITH THE M4-9 DETOUR SIGN\*\* IS REQUIRED. THE STREET NAME PLATE SHOULD BE PLACED ABOVE THE DETOUR SIGN. THE PLATE MAY HAVE EITHER A WHITE-ON-GREEN OR A BLACK-ON-ORANGE LEGEND.
- ADDITIONAL "DO NOT ENTER SIGNS" MAY BE DESIRABLE AT INTERSECTIONS WITH INTERVENING STREETS.
- A M4-9 DETOUR SIGN\*\* WITH AN ADVANCE TURN ARROW MAY BE USED IN ADVANCE OF A TURN. ON MULTI-LANE STREETS, SUCH SIGNS SHOULD BE USED.
- M4-9 DETOUR SIGNS\*\* MAY BE LOCATED ON THE FAR SIDE OF INTERSECTIONS.

\*\* TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		USE OF HAND SIGNALING DEVICES	
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CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		TYPICAL LENGTHS & SPACING OF DEVICES LEGEND and GENERAL NOTES	
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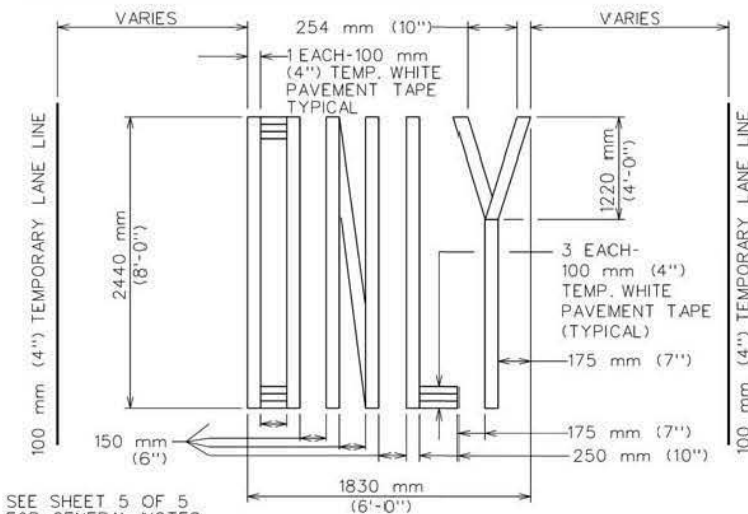
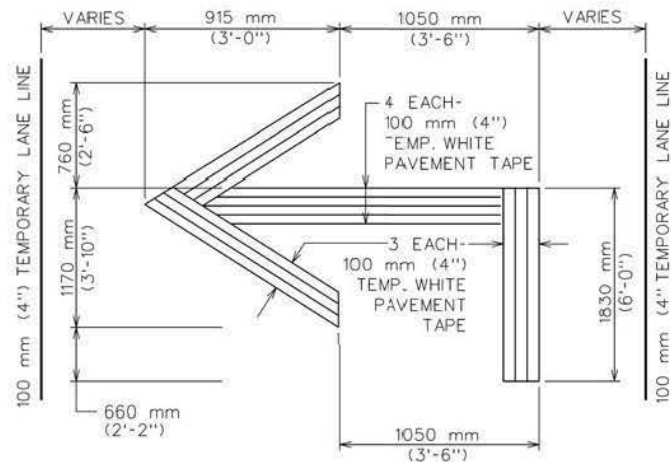
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STANDARD WORK ZONE PAVEMENT MARKINGS DETAIL			
SOLID LINES	DOUBLE NO-PASSING LINE		
	EDGE LINE OR CHANNELIZING LINE (To discourage lane changing)		
BROKEN LINE (For CL or Lane Line)			
REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS			
<p>SEE STANDARD 804S-3 SHEET 5 OF 5 FOR GENERAL NOTES.</p>			
<p>NOTE: IF RAISED PAVEMENT MARKERS ARE USED TO SUPPLEMENT REMOVABLE MARKINGS, THE MARKERS SHALL BE APPLIED TO THE TOP OF THE TAPE AT THE APPROXIMATE MID-LENGTH OF TAPE BROKEN LINES AND AT APPROXIMATE 6 m (20') SPACING FOR SOLID LINES. THIS ALLOWS AN EASIER REMOVAL OF RAISED MARKERS AND TAPE.</p>			
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		TEMPORARY TRAFFIC CONTROL PAVEMENT MARKINGS	
RECORD COPY SIGNED BY BILL GARDNER	03/13/06 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. <b>804S-3</b> 1 OF 5

SEE SHEET 5 OF 5 FOR GENERAL NOTES.		SEE SHEET 5 OF 5 FOR GENERAL NOTES.	
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		TEMPORARY REMOVABLE TAPE, ARROWS AND LEGENDS	
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CITY OF AUSTIN, TEXAS TRANSPORTATION DEPARTMENT ACTIVE TRANSPORTATION Bicycle Share System Expansion City of Austin Traffic Control Standards		
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SEE SHEET 5 OF 5  
FOR GENERAL NOTES.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		TEMPORARY REMOVABLE TAPE, ARROWS AND LEGENDS	
RECORD COPY SIGNED BY BILL GARDNER	03/13/06	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. <b>804S-3</b> 3 OF 5
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- ALL PAVEMENT MARKINGS USED SHALL CONFORM TO THE CURRENT EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL TEMPORARY AND EXISTING PAVEMENT MARKINGS ON ALL ROADWAYS WITHIN THE CONSTRUCTION LIMITS AND ON ANY ROADWAY OUTSIDE THE CONSTRUCTION LIMITS THAT REQUIRES THE REROUTING OF TRAFFIC FOR HIS WORK.
- ALL ROADWAYS TO BE OPENED TO TRAFFIC SHALL HAVE TEMPORARY OR STANDARD PAVEMENT MARKINGS INSTALLED AS SHOWN IN THE DRAWINGS, AT THE END OF EACH DAY'S OPERATION.
- MARKINGS SHALL PROVIDE A VISIBLE REFERENCE FOR A MINIMUM DISTANCE OF 91.5 m (300') DURING NORMAL DAYLIGHT HOURS AND 49 m (160') WHEN ILLUMINATED BY AUTOMOBILE LOW-BEAM HEADLIGHTS AT NIGHT, UNLESS SIGHT DISTANCE IS RESTRICTED BY ROADWAY GEOMETRICS.
- ALL TEMPORARY REMOVABLE PAVEMENT MARKINGS SHALL BE SUPPLEMENTED WITH RAISED PAVEMENT MARKERS.
- TEMPORARY REMOVABLE PAVEMENT MARKING TAPE IS THE PREFERRED PAVEMENT MARKING; HOWEVER, THE CONTRACTOR MAY, WITH APPROVAL OF THE ENGINEER OR DESIGNATED REPRESENTATIVE, USE RAISED PAVEMENT MARKINGS, PAINT AND BEADS OR THERMOPLASTIC IF THE ROADWAY IS TO BE COMPLETELY RESURFACED.
- PAVEMENT MARKINGS THAT ARE NO LONGER APPLICABLE AND WHICH MAY CREATE CONFUSION OR DIRECT A MOTORIST TOWARD OR INTO THE CLOSED PORTION OF THE ROADWAY, SHALL BE REMOVED OR OBLITERATED BEFORE THE ROADWAY IS OPENED TO TRAFFIC. THE ABOVE DOES NOT APPLY TO SHORT-DURATION, SHORT TERM STATIONARY OR INTERMEDIATE TERM STATIONARY WORK.
- REMOVAL OR OBLITERATION OF PAVEMENT MARKINGS INCLUDES CENTERLINES, CHANNELIZING LINES, LANE LINES, EDGE LINES, WORDS, ARROWS, SYMBOLS AND RAISED PAVEMENT MARKINGS.
- PAVEMENT MARKINGS SHALL BE REMOVED OR OBLITERATED TO THE FULLEST EXTENT POSSIBLE, SO AS NOT TO LEAVE A DISCERNIBLE MARK. GRINDING OF PAVEMENT MARKINGS WILL ONLY BE ALLOWED ON PAVEMENT THAT IS TO BE COMPLETELY REPLACED.
- TEMPORARY FLEXIBLE-REFLECTIVE TABS MAY BE USED FOR TEMPORARY PAVEMENT MARKINGS ON NEW PAVEMENT, PROVIDED THEY ARE PLACED ON 1.5 m (5') CENTERS.
- THE CONTRACTOR SHALL PLACE TEMPORARY FLEXIBLE-REFLECTIVE TABS IMMEDIATELY AFTER THE FINAL HMAC OVERLAY AS EACH LANE IS COMPLETED AND READY FOR TRAFFIC. NO DIRECT PAYMENT WILL BE MADE FOR THIS OPERATION, BUT WILL BE CONSIDERED SUBSIDIARY TO THE OTHER BID ITEMS. FINAL STRIPING SHOULD BE COMPLETED WITHIN FOURTEEN (14) DAYS OF THE FINAL PAVING.

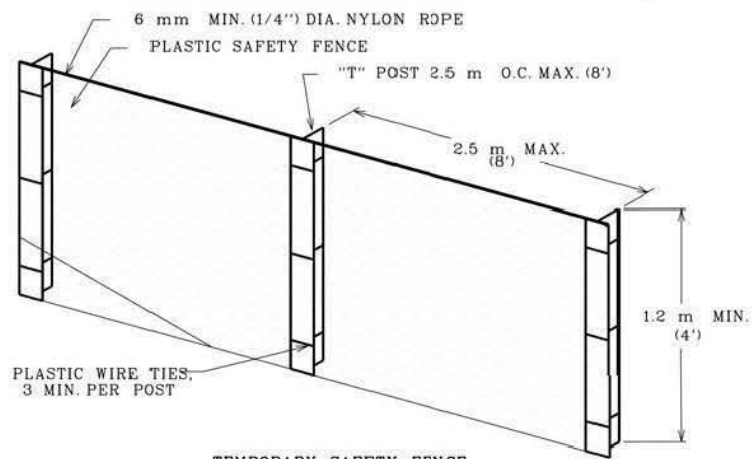
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		GENERAL NOTES	
RECORD COPY SIGNED BY BILL GARDNER	03/13/06	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. <b>804S-3</b> 5 OF 5
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TRANSPORTATION DEPARTMENT  
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Bicycle Share System Expansion  
City of Austin Traffic Control Standards

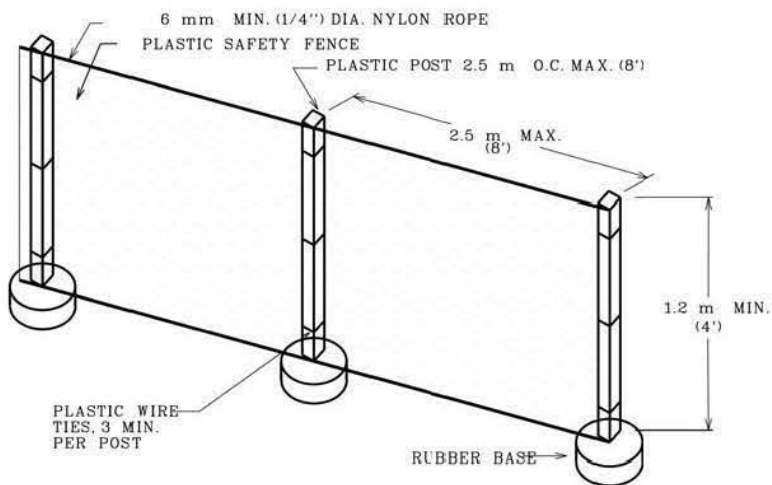


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NUMBER 48



TEMPORARY SAFETY FENCE



PORTABLE SAFETY FENCE

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		SAFETY FENCE	
RECORD COPY SIGNED By SAM ANGOORI	04/03/09	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. US 804S-4 1 OF 9
ADOPTED			

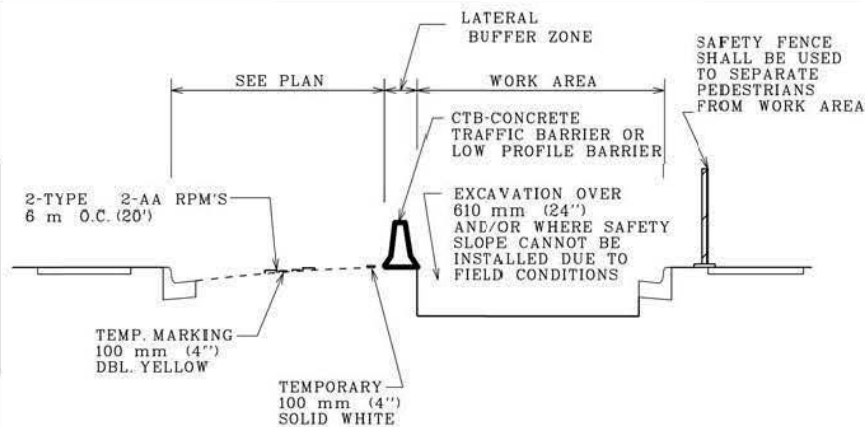
1. SAFETY FENCE SHALL BE USED TO PROTECT ALL EXCAVATIONS IN THE RIGHT-OF-WAY.
2. SAFETY FENCES SHALL BE USED TO SEPARATE CONSTRUCTION ACTIVITIES FROM PEDESTRIAN.
3. ALL SAFETY FENCING SHALL BE PLASTIC, 1,200 mm (48'') MINIMUM HEIGHT AND ORANGE IN COLOR.
4. SAFETY FENCE USED WITHIN THE ROADWAY SHALL BE REFLECTORIZED WITH A MINIMUM OF TWO (2) STRIPS OF RETROREFLECTIVE MATERIAL, A MINIMUM OF 25 mm (1') WIDE, THE LENGTH OF THE FENCE OR DELINEATED BY CHANNELIZING DEVICES.
5. SAFETY FENCE USED TO SEPARATE SIDEWALKS FROM CONSTRUCTION ACTIVITIES SHALL HAVE MINIMUM ENCROACHMENT TO THE SIDEWALK.
6. AS A MINIMUM, SAFETY FENCING IS REQUIRED IN AREAS ADJACENT TO EXCAVATIONS GREATER THAN OR EQUAL TO 150 mm (6'').
7. SAFETY FENCING SHALL BE PAID FOR UNDER ITEM 803S, "BARRICADES, SIGNS AND TRAFFIC HANDLING", PAY ITEM NO. 803S-SF.
8. PORTABLE SAFETY FENCE MOUNTS SHALL BE APPROVED BY THE TRANSPORTATION DIVISION PRIOR TO CONSTRUCTION.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		SAFETY FENCE	
RECORD COPY SIGNED By SAM ANGOORI	04/03/09	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. US 804S-4 2 OF 9
ADOPTED			

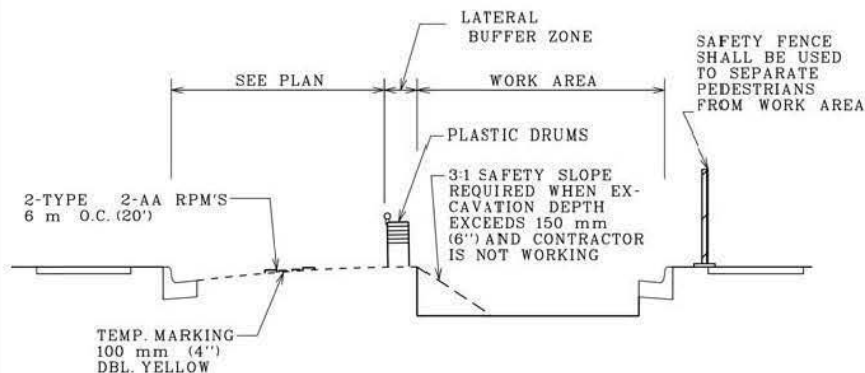
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POSITIVE BARRIERS  
TYPICAL CROSS SECTION



SAFETY SLOPE  
TYPICAL CROSS SECTION

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		WORK AREA PROTECTION	
RECORD COPY SIGNED BY SAM ANGOORI	04/03/09	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE OF THIS STANDARD.	STANDARD NO. US 804S-4 4 OF 9
ADOPTED			

#### NOTES:

- WHERE TRAFFIC MUST CROSS TRENCHES, THE CONTRACTOR SHALL PROVIDE SUITABLE BRIDGES.
- THE USE OF STEEL PLATES SHALL BE APPROVED BY THE RIGHT OF WAY MANAGEMENT DIVISION OF WATERSHED PROTECTION AND DEVELOPMENT DEPARTMENT PRIOR TO INITIATION OF CONSTRUCTION.
- THE THICKNESS OF PLATES FOR TRENCH WIDTHS EXCEEDING 1.8 m (6') SHALL BE ESTABLISHED IN AN ANALYSIS COMPLETED BY A LICENSED PROFESSIONAL ENGINEER, REGISTERED IN THE STATE OF TEXAS. THE ANALYSIS SHALL BE BASED ON HS-20 TRAFFIC LOADING WITH A MAXIMUM PLATE DEFLECTION OF 50 mm (1/2") WHEN EXPERIENCING SAID LOADING. FOR SITUATIONS WHERE MULTIPLE LAYERS OF PLATES (OR STACKED PLATES) ARE TO BE EMPLOYED, THE SEAMS (I.E. THE INTERFACE BETWEEN PLACED SIDE-BY-SIDE) OF THE UPPER LAYER SHALL BE PLACED PERPENDICULAR TO THE SEAMS OF THE UNDERLYING PLATES.
- WHEN APPROVED, THE TYPE OF PLATE INSTALLATION SHALL BE BASED ON THE ANTICIPATED LENGTH OF TIME THE PLATE WILL BE IN SERVICE:  
CASE I: A CASE I INSTALLATION SHALL APPLY FOR NO LONGER THAN A 2 WEEK PERIOD.  
CASE II: A CASE II INSTALLATION SHALL APPLY FOR NO LONGER THAN 2 WEEK PERIOD.
- THE TOPSIDE OF THE STEEL PLATE SHALL BE FLAT AND FREE OF ANY CLIPS, CHAINS, ATTACHMENTS, WELDMENTS OR SURFACE IRREGULARITIES.
- PLATES WITH A PERMANENT DISPLACEMENT (I.E. DISPLACEMENT ANYWHERE ON THE SURFACE OF THE PLATE WITH RESPECT TO A PLANE FORMED BY THE OUTSIDE EDGES) THAT EXCEEDS 12 mm (1/2") SHALL NOT BE USED FOR PLATING PURPOSES. PLATES THAT DEVELOP A PERMANENT DISPLACEMENT EXCEEDING 12 mm (1/2") DURING SERVICE SHALL BE REMOVED AND REPLACED.
- THE PLATES SHALL BE PROVIDED WITH APPROPRIATE NUMBER OF KEYHOLE SLOTS OR CIRCULAR HOLES FOR HANDLING, LIFTING, INSTALLATION AND REMOVAL PURPOSES.
- THE CONTRACTOR SHOULD AVOID USING A LONG SERIES OF PLATES THAT RUN PARALLEL TO VEHICULAR TRAFFIC WHEELS PATHS.
- ADDITIONAL METHODS OF SECURING PLATES MAY BE REQUIRED DEPENDING ON FIELD CONDITIONS.
- FOR PLATES 1.8 M (6') OR GREATER IN DIRECTION OF TRAFFIC, A NON-SKID COATING SHOULD BE APPLIED TO THE ENTIRE SURFACE AREA OF ALL PLATES, AS WELL AS ADJACENT AREAS. THE NON-SKID COATING SHALL BE TCA (TEXTURED COATING OF AMERICA, INC.) STRATA-GRIP DECK COATING SYSTEM; SLIPFIX, INC. SPS (SLIP PROTECTION SURFACE) OR AN EQUIVALENT PRODUCT APPROVED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		STEEL PLATING	
RECORD COPY SIGNED BY SAM ANGOORI	04/03/09	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE OF THIS STANDARD.	STANDARD NO. US 804S-4 7 OF 9
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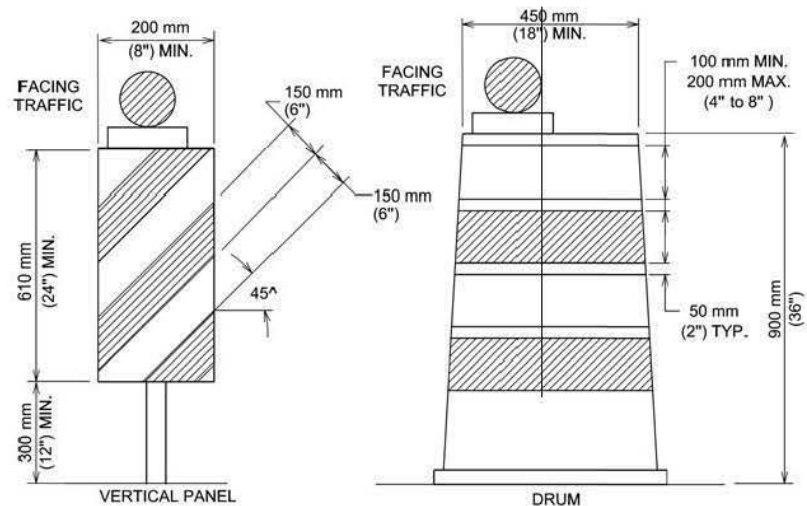


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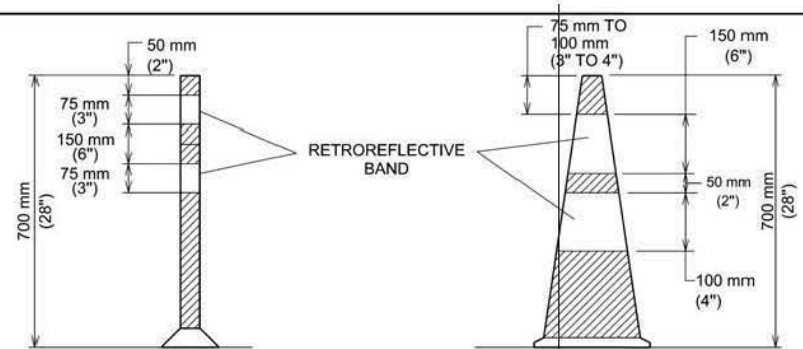
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1. STORAGE OF EQUIPMENT AND MATERIALS SHALL BE RESTRICTED TO LOCATIONS WHERE DRIVER SIGHT DISTANCES TO TRAFFIC, PEDESTRIANS, BUSINESSES AND SIDE STREET INTERSECTIONS ARE NOT OBSTRUCTED OR WHERE AN UNSIGHTLY APPEARANCE, AS DETERMINED BY THE ENGINEER, WILL NOT EXIST.
2. EQUIPMENT MUST BE PARKED AS FAR AWAY FROM THE TRAVELWAYS AS PRACTICAL.
3. TOTAL AREA USED FOR EQUIPMENT STORAGE SHALL BE KEPT TO A MINIMUM.
4. ALL MATERIALS STORED IN THE RIGHT-OF-WAY MUST BE MAINTAINED IN A NEAT AND ORGANIZED MANNER.
5. MATERIALS STORED MAY NOT BE MORE THAN 915 mm (36") IN HEIGHT.
6. ALL MATERIALS STORED MUST BE USED WITHIN THREE (3) DAYS.



LONG TERM AND INTERMEDIATE TERM STATIONARY WORK



TUBULAR MARKERS  
SHORT TERM AND SHORT DURATION WORK

SEE STANDARD 804S-5  
SHEET 12 OF 13 AND SHEET 13 OF 13  
FOR GENERAL NOTES AND DEVICE SPACING.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		MATERIAL AND EQUIPMENT STORAGE	
RECORD COPY SIGNED BY SAM ANGOORI	04/03/09	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-4 9 OF 9
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CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		CHANNELIZING DEVICES	
RECORD COPY SIGNED BY SAM ANGOORI	01/04/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-5 1 OF 13
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## CHANNELIZING DEVICES

1. ALL CHANNELIZING DEVICES SHALL HAVE WARNING LIGHTS OR LARGE REFLECTORS WHEN USED AT NIGHT. FLASHING WARNING LIGHTS MAY BE PLACED ON CHANNELIZING DEVICES USED SINGULARLY OR IN GROUPS TO MARK A SPOT CONDITION. WARNING LIGHTS ON CHANNELIZING DEVICES USED IN A SERIES SHALL BE STEADY-BURN. CHANNELIZING DEVICES IN TAPERS AT NIGHT SHALL HAVE TYPE C WARNING LIGHTS.
2. THE RETROREFLECTIVE MATERIAL USED ON CHANNELIZING DEVICES SHALL HAVE A SMOOTH, SEALED OUTER SURFACE.
3. THE NAME AND TELEPHONE NUMBER OF THE AGENCY, CONTRACTOR OR SUPPLIER SHALL BE SHOWN ON THE NON-RETROREFLECTIVE SURFACE OF ALL CHANNELIZING DEVICES. THE LETTERS AND NUMBERS SHALL BE A NON-RETROREFLECTIVE COLOR AND NOT OVER 50 mm (2") IN HEIGHT.
4. PARTICULAR ATTENTION SHOULD BE GIVEN TO ASSURE THAT CHANNELIZING DEVICES ARE MAINTAINED AND KEPT CLEAN, VISIBLE AND PROPERLY POSITIONED AT ALL TIMES. DEVICES SHALL BE REPLACED THAT ARE DAMAGED AND HAVE LOST A SIGNIFICANT AMOUNT OF THEIR RETROREFLECTIVITY AND EFFECTIVENESS.

## CONES

CONES SHALL PREDOMINANTLY BE ORANGE, FLUORESCENT RED-ORANGE, OR FLUORESCENT YELLOW-ORANGE IN COLOR, NOT LESS THAN 70 mm (28") IN HEIGHT, AND SHALL BE MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES ON IMPACT. FOR NIGHT TIME USE, CONES SHALL BE RETROREFLECTIVE OR EQUIPPED WITH LIGHTING DEVICES FOR MAXIMUM VISIBILITY. RETROREFLECTION OF CONES SHALL BE PROVIDED BY A WHITE BOND 150 mm (6") WIDE, NO MORE THAN 75 TO 100 mm (3 TO 4") FROM THE TOP OF THE CONE, AND AN ADDITIONAL 100 mm (4") WHITE BAND A MINIMUM OF 50 mm (2") BELOW THE 150 mm (6") BAND. TRAFFIC CONES ARE NORMALLY USED FOR SHORT-TERM STATIONARY AND SHORT DURATION WORK. HOWEVER, CONES MAY BE USED FOR INTERMEDIATE-TERM STATIONARY WORK AT NIGHT, IF THE SITE IS CONTINUOUSLY MANNED.

## TUBULAR MARKERS

TUBULAR MARKERS SHALL PREDOMINANTLY BE ORANGE IN COLOR, NOT LESS THAN 700 mm (28") IN HEIGHT, A MINIMUM 50 mm (2") WIDE WHEN FACING TRAFFIC AND MADE OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES. FOR NIGHT TIME USE, TUBULAR MARKERS SHALL BE RETROREFLECTIVE PROVIDED BY TWO (2) 75 mm (3") WIDE WHITE BANDS PLACED A MAXIMUM OF 50 mm (2") FROM THE TOP, WITH A MAXIMUM OF 150 mm (6") BETWEEN BANDS. TUBULAR MARKERS ARE NORMALLY USED FOR SHORT-TERM STATIONARY AND SHORT DURATION WORK. HOWEVER, TUBULAR MARKERS MAY BE USED FOR INTERMEDIATE-TERM STATIONARY WORK AT NIGHT, IF THE SITE IS CONTINUOUSLY MANNED.

## VERTICAL PANELS

VERTICAL PANELS SHALL BE 200 TO 300 mm (8 TO 12") WIDE AND AT LEAST 600 mm (24") IN HEIGHT. THEY SHALL HAVE ORANGE AND WHITE STRIPES, AND BE RETROREFLECTIVE. PANEL STRIPE WIDTHS SHALL BE 150 mm (6") EXCEPT WHERE PANEL HEIGHTS ARE LESS THAN 900 mm (36"), WHEN 100 mm (4") STRIPES MAY BE USED. IF USED FOR TWO-WAY TRAFFIC, BACK-TO-BACK PANELS SHALL BE USED.

## DRUMS

1. DRUMS USED FOR TRAFFIC WARNING OR CHANNELIZATION SHALL BE CONSTRUCTED OF LIGHT-WEIGHT FLEXIBLE AND DEFORMABLE MATERIALS AND BE A MINIMUM OF 900 mm (36") IN HEIGHT, AND HAVE AT LEAST 450 mm (18") MINIMUM WIDTH, REGARDLESS OF ORIENTATION. STEEL DRUMS SHALL NOT BE USED. THE MARKINGS ON DRUMS SHALL BE HORIZONTAL, CIRCUMFERENTIAL, ALTERNATING ORANGE AND WHITE RETROREFLECTIVE STRIPES 100 TO 200 mm (4 TO 8") WIDE. EACH DRUM SHALL HAVE A MINIMUM OF TWO (2) ORANGE AND TWO (2) WHITE STRIPES. ANY NON-RETROREFLECTIVE SPACES BETWEEN THE HORIZONTAL ORANGE AND WHITE STRIPES, SHALL NOT EXCEED 50 mm (2") WIDE. DRUMS SHALL HAVE CLOSED TOPS THAT WILL NOT ALLOW COLLECTION OF ROADWORK OR OTHER DEBRIS.
2. DRUMS SHOULD NOT BE WEIGHTED WITH SAND, WATER OR ANY MATERIAL TO AN EXTENT THAT WOULD MAKE THE HAZARDOUS TO MOTORISTS, PEDESTRIANS OR WORKERS. WHEN THEY ARE USED IN REGIONS SUSCEPTIBLE TO FREEZING, THEY SHOULD HAVE DRAINAGE HOLES IN THE BOTTOM SO WATER WILL NOT ACCUMULATE AND FREEZE, CAUSING A HAZARD IF STRUCK BY A MOTORIST. BALLAST SHALL NOT BE PLACED ON TOP OF THE DRUM.

**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS

## CHANNELIZING DEVICES

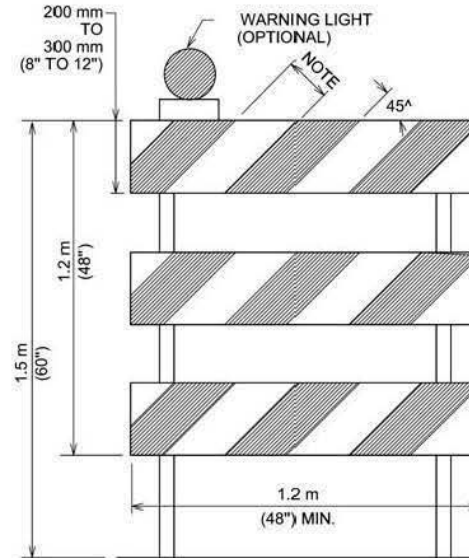
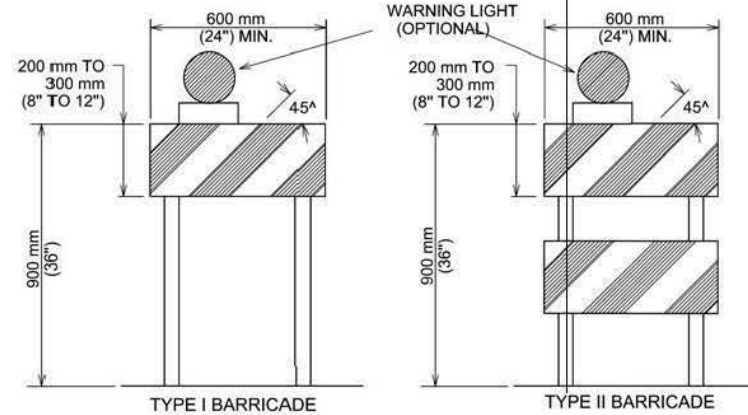
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01/04/10

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THE ARCHITECT/ENGINEER ASSUMES  
RESPONSIBILITY FOR APPROPRIATE USE  
OF THIS STANDARD.

STANDARD NO.  
**804S-5**  
2 OF 13



## NOTES:

1. NOMINAL LUMBER DIMENSIONS ARE SATISFACTORY FOR BARRICADE RAIL WIDTH DIMENSIONS.
2. RAIL STRIPE WIDTHS SHALL BE 150 mm (6") EXCEPT WHERE RAIL LENGTHS ARE LESS THAN 900 mm (36"), THEN 100 mm (4") WIDE STRIPES MAY BE USED.
3. THE SIDE OF BARRICADES FACING TRAFFIC SHALL HAVE RETRO-REFLECTIVE RAIL FACES.

SEE STANDARD 804S-5  
SHEET 12 OF 13 AND SHEET 13 OF 13  
FOR GENERAL NOTES AND DEVICE SPACING.

**CITY OF AUSTIN**  
DEPARTMENT OF PUBLIC WORKS

## BARRICADES

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01/04/10

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THE ARCHITECT/ENGINEER ASSUMES  
RESPONSIBILITY FOR APPROPRIATE USE  
OF THIS STANDARD.

STANDARD NO.  
**804S-5**  
3 OF 13

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
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Bicycle Share System Expansion  
City of Austin Traffic Control Standards



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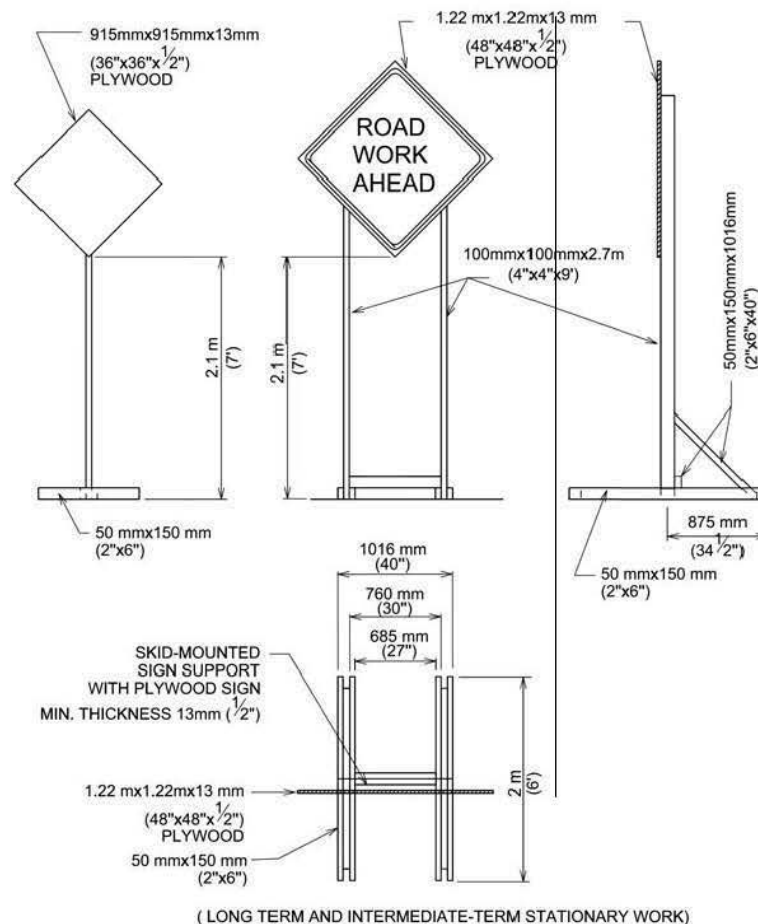
SHEET  
NUMBER

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# BARRICADES

1. BARRICADES SHALL BE OF THREE TYPES: TYPE I, TYPE II OR TYPE III.
2. STRIPES ON BARRICADE RAILS SHALL BE ALTERNATING ORANGE AND WHITE RETRO-REFLECTIVE STRIPES (SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS). THE STRIPES SHALL BE 150 mm (6") WIDE, EXCEPT WHERE RAIL LENGTHS ARE LESS THAN 900 mm (36"), WHEN 100 mm (4") WIDE STRIPES MAY BE USED.
3. WHERE A BARRICADE EXTENDS ENTIRELY ACROSS A ROADWAY, THE SURFACE STRIPES SHOULD SLOPE DOWNWARD IN THE DIRECTION TOWARD WHICH TRAFFIC MUST TURN. WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED, THE STRIPES MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE OR BARRICADES. WHERE NO TURNS ARE INTENDED, THE STRIPES SHOULD SLOPE DOWNWARD TOWARD THE CENTER OF THE BARRICADE OR BARRICADES.
4. BARRICADE RAILS SHOULD BE SUPPORTED IN A MANNER THAT WILL ALLOW THEM TO BE SEEN BY THE MOTORIST AND PROVIDE A STABLE SUPPORT NOT EASILY BLOWN OVER BY THE WIND OR TRAFFIC. FOR TYPE I BARRICADES, THE SUPPORT MAY INCLUDE OTHER UNSTRIPED HORIZONTAL PANELS NECESSARY TO PROVIDE STABILITY.
5. BARRICADES ARE LOCATED ADJACENT TO TRAFFIC AND ARE THEREFORE SUBJECT TO IMPACT WITH ERRANT VEHICLES. BECAUSE OF THEIR VULNERABLE POSITION AND THE HAZARD THEY COULD CREATE, THEY SHOULD BE CONSTRUCTED OF LIGHTWEIGHT MATERIALS AND HAVE NO RIGID STAY BRACING FOR A-FRAME DESIGNS. ALL BARRICADE SYSTEMS SHOULD BE CRASHWORTHY.
6. ON HIGH-SPEED EXPRESSWAYS OR IN OTHER SITUATION WHERE BARRICADES MAY BE SUSCEPTIBLE TO OVERTURNING IN THE WIND, SANDBAGS SHOULD BE USED FOR BALLASTING. SANDBAGS MAY BE PLACED ON PARTS OF THE FRAME OR STAYS TO PROVIDE THE REQUIRED BALLAST BUT SHALL NOT BE PLACED ON TOP OF ANY STRIPED RAIL. BARRICADES SHALL NOT BE BALLASTED BY HEAVY OBJECTS SUCH AS ROCKS OR CHUNKS OF CONCRETE.



(LONG TERM AND INTERMEDIATE-TERM STATIONARY WORK)

TEMPORARY SIGN SUPPORT

SEE STANDARD 804S-5  
SHEET 12 OF 13 AND SHEET 13 OF 13  
FOR GENERAL NOTES AND DEVICE SPACING.

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CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		TRAFFIC CONTROL SIGNS	
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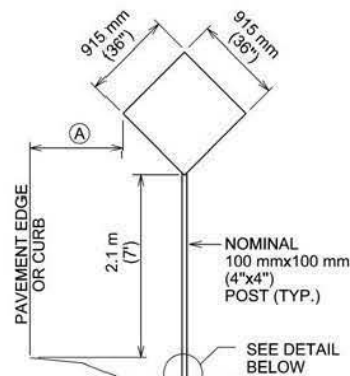
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ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
City of Austin Traffic Control Standards



NOTES	NAME	DATE
SURVEY BY		
DRAWN BY		JD 05/2016
CHECKED BY		
DESIGNED BY		
REVIEWED BY		

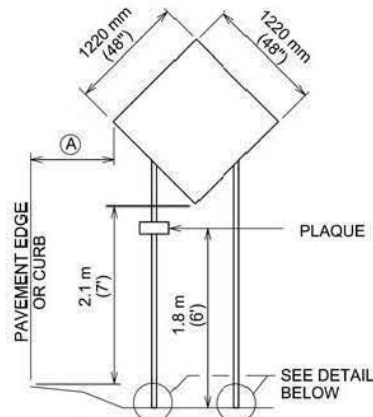
SHEET NUMBER	53
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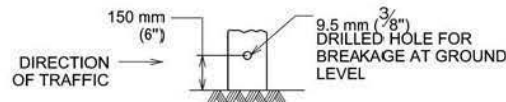


FOR 915 mm x 915 mm (36"x36") AND SMALLER WARNING SIGNS & OTHER SIGNS HAVING AN AREA NOT EXCEEDING 1 sm (10.7 sf).

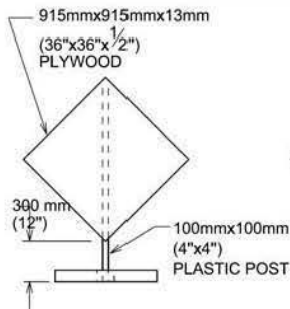
(A) 610 mm (2') MINIMUM (REFER TO TMUTCD)



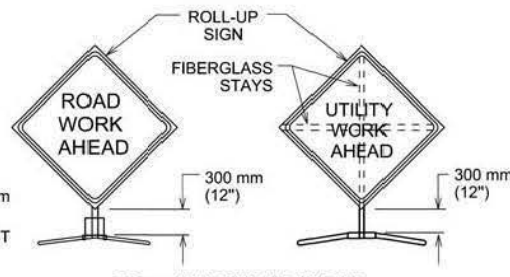
FOR 1220 mm x 1220 mm (48"x48") WARNING SIGNS.



WOOD POST SIGN SUPPORT USED AS FIXED SIGN SUPPORTS



SEE STANDARD 804S-5 SHEET 12 OF 13 AND SHEET 13 OF 13 FOR GENERAL NOTES AND DEVICE SPACING.



300 mm (1') MOUNTING HEIGHT (SHORT TERM AND SHORT DURATION WORK)  
PORTABLE SIGN SUPPORT

1. WARNING SIGNS SHALL BE ORANGE, FLUORESCENT RED-ORANGE OR FLUORESCENT YELLOW-ORANGE IN COLOR. THE FLUORESCENT VERSIONS OF ORANGE PROVIDE HIGHER CONSPICUITY THAN STANDARD ORANGE, ESPECIALLY DURING TWILIGHT. ALL SIGNS USED AT NIGHT SHALL BE EITHER RETROREFLECTIVE, WITH A MATERIAL THAT HAS A SMOOTH, SEALED OUTER SURFACE, OR ILLUMINATED TO SHOW SIMILAR SHAPE AND COLOR BOTH DAY AND NIGHT. SIGN ILLUMINATION MAY BE EITHER INTERNAL OR EXTERNAL. ROADWAY LIGHTING DOES NOT MEET THE REQUIREMENTS FOR SIGN ILLUMINATION.
2. TYPE A FLASHING WARNING LIGHTS MAY BE USED IN CONJUNCTION WITH SIGNS AT NIGHT. STANDARD ORANGE FLAGS MAY BE USED FOR DAY TIME OPERATIONS. HOWEVER, NEITHER LIGHTS NOR FLAGS MAY BLOCK THE SIGN LEGEND.
3. SIGNS SHOULD BE LOCATED ON THE RIGHT-HAND SIDE OF THE ROADWAY. WHEN SPECIAL EMPHASIS IS NEEDED, SIGNS MAY BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ROADWAY. SIGNS SHALL BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ONE-WAY OR DIVIDED ROADWAYS. SIGNS USED FOR LONG-TERM STATIONARY AND INTERMEDIATE-TERM STATIONARY WORK SHALL BE MOUNTED AT A HEIGHT OF AT LEAST 2.1 m (7'), MEASURED FROM THE BOTTOM OF THE SIGN. THE HEIGHT TO THE BOTTOM OF A SECONDARY SIGN MOUNTED BELOW ANOTHER SIGN MAY BE 0.3 m (1') LESS THAN THE APPROPRIATE HEIGHT ABOVE.
4. SIGNS MAY BE MOUNTED ON PORTABLE SUPPORTS FOR SHORT-TERM, SHORT DURATION, MOBILE CONDITIONS AND EMERGENCIES. SIGNS MOUNTED ON PORTABLE SUPPORTS SHALL BE AT A HEIGHT OF AT LEAST 0.3 m (1'), MEASURED FROM THE BOTTOM OF THE SIGN.
5. ALL SIGN SYSTEMS SHOULD BE CRASHWORTHY. NO SIGN MOUNTS SHALL BLOCK OR IMPEDE SIDEALKS UNLESS NO OTHER OPTION IS AVAILABLE. ONLY SANDBAGS SHOULD BE USED FOR BALLASTING SIGN MOUNTS.

TABLE VI-3 TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Roadway Classification	Posted Speed	Sign Spacing	Long-term Stationary Or Intermediate-term Stationary Approaching Warning Signs CW20 Series And CW22-1 Sign		Short-term Stationary Or Short Duration Approach Warning Signs CW22 Series		Other Warning Signs
			Standard	Minimum <sup>f</sup>	Standard	Minimum <sup>f</sup>	
Conven.	KPH (MPH)	meter (feet)	mm (inches)	mm (inches)	mm (inches)	mm (inches)	mm (inches)
	50 (30)	40 (120)	1220x1220 (48x48)	915x915 (36x36)			
	55 (35)	50 (160)			915x915 (36x36)		915x915 (36x36)
	65 (40)	75 (240)					
	70 (45)	100 (320)		Use Standard Size		Use Standard Size	
	80 (50)	120 (400)					
	90 (55)	150 (500)					
	100 (60)	180 (600)			1220x1220 (48x48)		1220x1220 (48x48)
	105 (65)	210 (700)					
	115 (70)	240 (800)					
Exp. or Fwy	★★	★★ 3	↓	↓	★★★	★★★	★★★

- ★ MINIMUM DISTANCE FROM WORK TO 1st ADVANCE WARNING SIGN AND/OR DISTANCE BETWEEN EACH ADDITIONAL SIGN.  
 ★★ FOR TYPICAL SIGN SPACINGS ON EXPRESSWAYS AND FREEWAYS, REFER TO THE CURRENT ADDITION OF TMUTCD.  
 ★★★ SMALLER SIGN SIZES MAY BE USED WHERE SIGN DESIGNS HAVE NOT BEEN INCLUDED IN THE "STANDARD HIGHWAY SIGNS DESIGN MANUAL".

1. SPECIAL OR LARGER SIZE SIGNS MAY BE USED AS NECESSARY.
2. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE 450 m (1500') OR MORE ADVANCE WARNING.
3. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE A 0.8 km (½ MILE) OR MORE ADVANCE WARNING.
4. FOR USE ONLY ON SECONDARY ROADS OR CITY STREETS WHERE SPEEDS ARE LOW.

CITY OF AUSTIN  
DEPARTMENT OF PUBLIC WORKS

RECORD COPY SIGNED BY SAM ANGOORI  
01/04/10  
ADOPTED

TRAFFIC CONTROL SIGNS

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

STANDARD NO.  
**804S-5**  
6 OF 13

CITY OF AUSTIN  
DEPARTMENT OF PUBLIC WORKS

RECORD COPY SIGNED BY SAM ANGOORI  
01/04/10  
ADOPTED

TRAFFIC CONTROL SIGNS

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

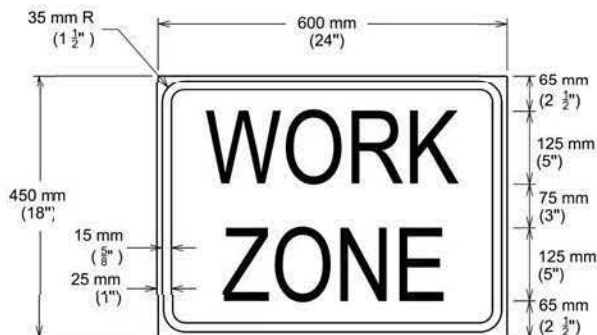
STANDARD NO.  
**804S-5**  
7 OF 13

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
City of Austin Traffic Control Standards

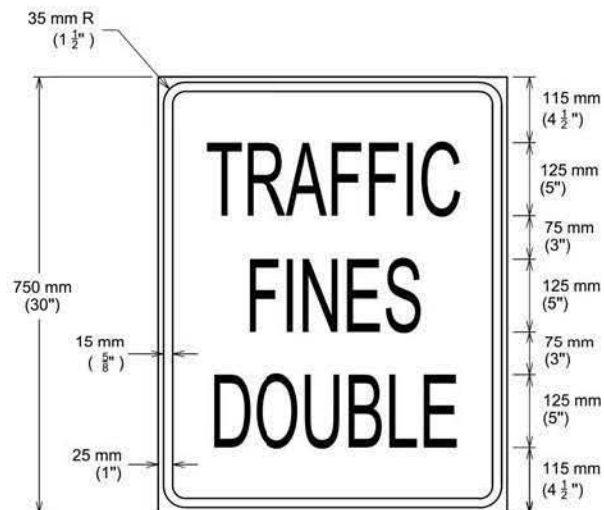


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DESIGNED BY		
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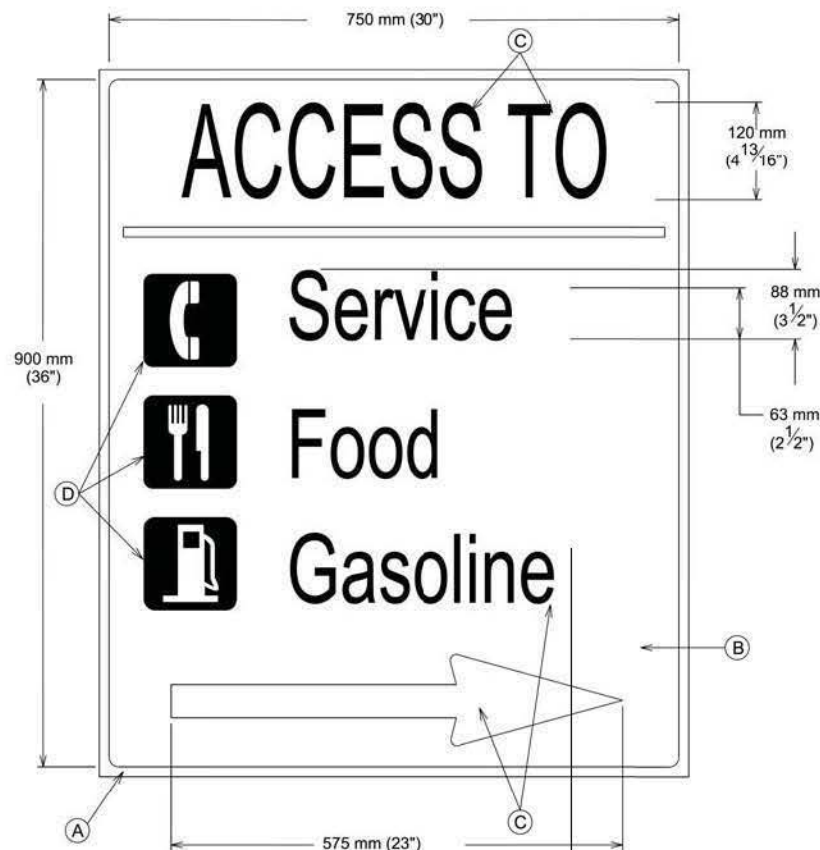
LETTERS - BLACK  
BORDER - BLACK  
BACKGROUND - ORANGE  
REFL.



LETTERS - BLACK  
BORDER - BLACK  
BACKGROUND - WHITE  
REFL.

SEE STANDARD DETAIL 804S-5  
SHEET 5 OF 13 FOR SKID-  
MOUNTED SIGN SUPPORT.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		SPECIAL WORK ZONE SIGNS	
RECORD COPY SIGNED BY SAM ANGOORI	01/04/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. <b>804S-5</b> 9 OF 13
ADOPTED			



- (A) 50 mm (1/2") WHITE RETROREFLECTIVE BORDER
- (B) BLUE RETROREFLECTIVE BACKGROUND
- (C) WHITE RETROREFLECTIVE ARROW AND LETTERS
- (D) WHITE RETROREFLECTIVE BUSINESS LOGO

NOTES:

1. CONTRACTORS CAN MAKE BUSINESS NAMES REMOVABLE/CHANGEABLE AS AN OPTION.
2. BUSINESS LOGO ARE OPTIONAL. IF USED LETTERING MUST BE MINIMIZED.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		SPECIAL WORK ZONE SIGNS	
RECORD COPY SIGNED BY SAM ANGOORI	01/04/10	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. <b>804S-5</b> 10 OF 13
ADOPTED			

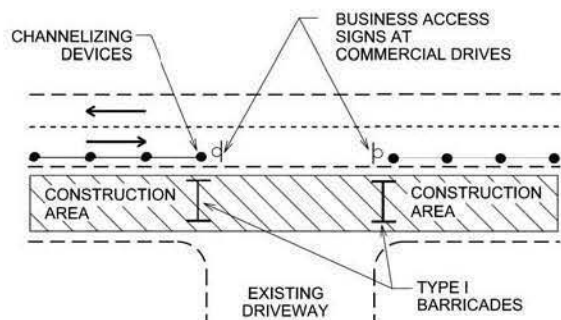
CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Blonde Shere System Expansion  
City of Austin Traffic Control Standards



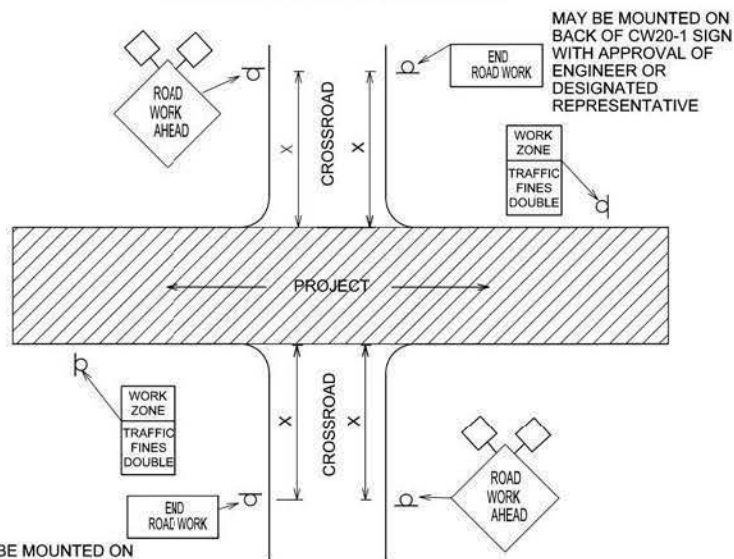
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DRIVEWAY ACCESS BARRICADE DETAIL



CROSSROAD SIGNING AND BARRICADING

MAY BE MOUNTED ON BACK OF TMUTCD CW20-1 SIGN WITH APPROVAL OF ENGINEER OR DESIGNATED REPRESENTATIVE (TMUTCD-TEXAS MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES)

SEE STANDARD 804S-5 SHEET 12 OF 13 AND SHEET 13 OF 13 FOR GENERAL NOTES AND DEVICE SPACING.

1. ALL TRAFFIC CONTROL DEVICES, SIGNS, BARRICADES AND WARNING SIGNS SHALL BE FURNISHED, PLACED, CONSTRUCTED AND MAINTAINED IN THE APPROPRIATE TYPES AND SIZES AND FLAGGER OPERATIONS EXECUTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE TEXAS MANUAL ON UNIFORM CONTROL DEVICES (TMUTCD), THE CITY OF AUSTIN STANDARD SPECIFICATIONS SERIES 800 AND THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL, OR AS DIRECTED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE. IF A CONFLICT ARISES THEN THE CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL SHALL CONTROL UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.

2. THE CONTRACTOR SHALL NOTIFY THE TRANSPORTATION DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AT 974-7024 NO LATER THAN THE MONDAY OF THE WEEK DURING WHICH THE CONTRACTOR INTENDS TO SET UP BARRICADES TO START CONSTRUCTION.

3. PROPOSED CONSTRUCTION TRAFFIC MOVEMENTS MAY REQUIRE EXISTING SIGNAL HEADS TO BE RELOCATED. THE CITY OF AUSTIN WILL REVIEW SIGNAL HEAD LOCATIONS DURING CONSTRUCTION AND PERFORM THE REQUIRED ADJUSTMENTS. THE CONTRACTOR SHALL CONTACT THE TRANSPORTATION DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AT 974-7024, THREE (3) DAYS PRIOR TO PLACEMENT ANY TRAFFIC CONTROLS WHICH MAY REQUIRE SIGNAL HEAD ADJUSTMENTS/RELOCATION.

4. THE CONTRACTOR SHALL PROVIDE ONE (1) FULL-TIME OFF-DUTY, UNIFORMED AUSTIN POLICE DEPARTMENT CERTIFIED PEACE OFFICER AND ONE (1) VEHICLE OF THE TYPE APPROVED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE FOR TEMPORARY LANE CLOSURES WHEN UNDERSEALING, MILLING, PAVING AND WHEN WORKING IN INTERSECTIONS AS PART OF THE TRAFFIC CONTROL OPERATIONS. THE PEACE OFFICER SHALL BE ABLE TO SHOW PROOF OF CERTIFICATION BY THE TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS.

5. THE CONTRACTOR SHALL NOTIFY ALL OTHER GOVERNMENTAL AGENCIES WHOSE RIGHTS-OF-WAY ARE AFFECTED BY HIS WORK ACTIVITIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL TRAFFIC CONTROL DEVICES THAT THEY MAY NEED.

6. THE CONTRACTOR SHALL MAINTAIN ONE (1) DUST-FREE LANE OF TRAFFIC IN EACH DIRECTION AT ALL TIMES, UNLESS OTHERWISE NOTED IN THE DRAWINGS OR APPROVED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.

7. THERE SHALL BE A MINIMUM OF THREE (3) METERS (10 FEET) CLEAR WIDTH FOR EACH LANE OF TRAFFIC IN CHANNELIZED AREAS, UNLESS OTHERWISE NOTED ON THE DRAWINGS OR APPROVED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.

8. THE CONTRACTOR SHALL MAINTAIN DRIVEWAY ACCESS AT ALL TIMES. IF ACCESS CANNOT BE MAINTAINED, THE CONTRACTOR WITH THE APPROVAL OF THE ENGINEER OR DESIGNATED REPRESENTATIVE SHALL PROVIDE AT LEAST 24 HOUR WRITTEN NOTICE OF LIMITED ACCESS TO AFFECTED PROPERTY OWNERS. THE CONTRACTOR SHALL PROVIDE BUSINESS ACCESS SIGNS AS NEEDED TO INFORM DRIVERS OF THE LOCATIONS OF ALL DRIVEWAYS.

9. TEMPORARY LANE CLOSURES IN THE CENTRAL BUSINESS DISTRICT (CBD) OR ON ARTERIAL STREETS SHALL NOT BE PERMITTED DURING THE HOURS OF 7 AM TO 9 AM AND 4 PM TO 6 PM MONDAY THROUGH FRIDAY UNLESS PRIOR APPROVAL HAS BEEN OBTAINED FROM THE TRANSPORTATION DIVISION.

10. TRAFFIC CONTROL SHOWN ON STANDARD DETAILS IS TYPICAL. ADDITIONAL SIGNING AND/OR BARRICADING, AS WELL AS TEMPORARY PAVEMENT MARKINGS AND OBLITERATION/RESTORATION OF EXISTING PAVEMENT MARKINGS, MAY BE REQUIRED DEPENDING ON FIELD CONDITIONS. FIELD ADJUSTMENTS TO TRAFFIC CONTROLS WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO ITEM NO. 803S "BARRICADES, SIGNS AND TRAFFIC HANDLING".

11. THE CONTRACTOR SHALL DESIGNATE A COMPETENT PERSON FOR TRAFFIC CONTROL. THE COMPETENT PERSON SHALL MAKE INSPECTIONS OF THE TRAFFIC CONTROL DEVICES AT LEAST TWO (2) TIMES A DAY (ONCE AT THE BEGINNING OF THE DAY AND ONCE AT THE END OF THE DAY), INCLUDING NON-WORKING DAYS, ENSURING THAT ALL DEVICES ARE IN THEIR PROPER PLACE AND ARE IN WORKING ORDER.

12. ALL DEVICES SHALL BE MADE USING MATERIALS LISTED ON THE TxDOT APPROVED PRODUCTS LIST.

CITY OF AUSTIN  
DEPARTMENT OF PUBLIC WORKS

RECORD COPY SIGNED  
BY SAM ANGOORI

01/04/10

ADOPTED

SIGNING AND BARRICADING  
CROSSROAD & DRIVEWAY

THE ARCHITECT/ENGINEER ASSUMES  
RESPONSIBILITY FOR APPROPRIATE USE  
OF THIS STANDARD.

STANDARD NO.

804S-5

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CITY OF AUSTIN  
DEPARTMENT OF PUBLIC WORKS

RECORD COPY SIGNED  
BY SAM ANGOORI

01/04/10

ADOPTED

GENERAL TRAFFIC CONTROL NOTES

THE ARCHITECT/ENGINEER ASSUMES  
RESPONSIBILITY FOR APPROPRIATE USE  
OF THIS STANDARD.

STANDARD NO.

804S-5

12 OF 13

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Blonde Shere System Expansion  
City of Austin Traffic Control Standards



NOTES	NAME	DATE
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NUMBER 56



13. ALL PERSONS WORKING WITHIN THE RIGHT-OF-WAY SHALL WEAR A BRIGHTLY COLORED SAFETY VEST. FOR NIGHTTIME WORK THE VEST SHALL BE RETROREFLECTIVE.
14. WHEN AN INTERSECTION IS CLOSED FOR CONSTRUCTION, THE CONTRACTOR SHALL PROCEED WITH CONSTRUCTION IN SUCH A MANNER THAT THE CLOSURE TIME IS MINIMIZED.
15. THE CONTRACTOR SHALL NOTIFY THE CAPITAL METRO DISPATCHER AT 385-4295 ONE (1) WEEK PRIOR TO LANE CLOSURES ADJACENT TO BUS STOPS.

#### DURATION OF WORK

WORK DURATION IS A MAJOR FACTOR IN DETERMINING THE NUMBER AND TYPES OF DEVICES USED IN TEMPORARY TRAFFIC ZONES. THE FIVE (5) CATEGORIES OF WORK DURATION AND THEIR TIME AT A LOCATION ARE AS FOLLOWS:

- LONG-TERM STATIONARY-WORK THAT OCCUPIES A LOCATION FOR MORE THAN 3 DAYS.
- INTERMEDIATE-TERM STATIONARY-WORK THAT OCCUPIES A LOCATION FROM OVERNIGHT TO 3 DAYS.
- SHORT-TERM STATIONARY-DAYTIME WORK THAT OCCUPIES A LOCATION FROM 1 TO 12 HOURS.
- SHORT-DURATION WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR.
- MOBILE-WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY.

#### Typical Transition Lengths and Suggested Maximum Spacing of Devices

Posted Speed KPH (MPH)	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		Suggested Sign Spacing Meters (Feet)
		3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	"X" Dimension
50 (30)	$L = WS^2 / 60$	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
55 (35)		65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)	50 (160)
65 (40)		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	75 (240)
70 (45)	L=WS	135 (450)	(495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
80 (50)		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	120 (400)
90 (55)		165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)	150 (500)
100 (60)		180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
105 (65)		195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	210 (700)
115 (70)		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	240 (800)

#### CITY OF AUSTIN

DEPARTMENT OF PUBLIC WORKS

RECORD COPY SIGNED  
BY SAM ANGOORI

01/04/10

ADOPTED

#### GENERAL TRAFFIC CONTROL NOTES

THE ARCHITECT/ENGINEER ASSUMES  
RESPONSIBILITY FOR APPROPRIATE USE  
OF THIS STANDARD.

STANDARD NO.

804S-5

13 OF 13

CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION  
Bicycle Share System Expansion  
City of Austin Traffic Control Standards

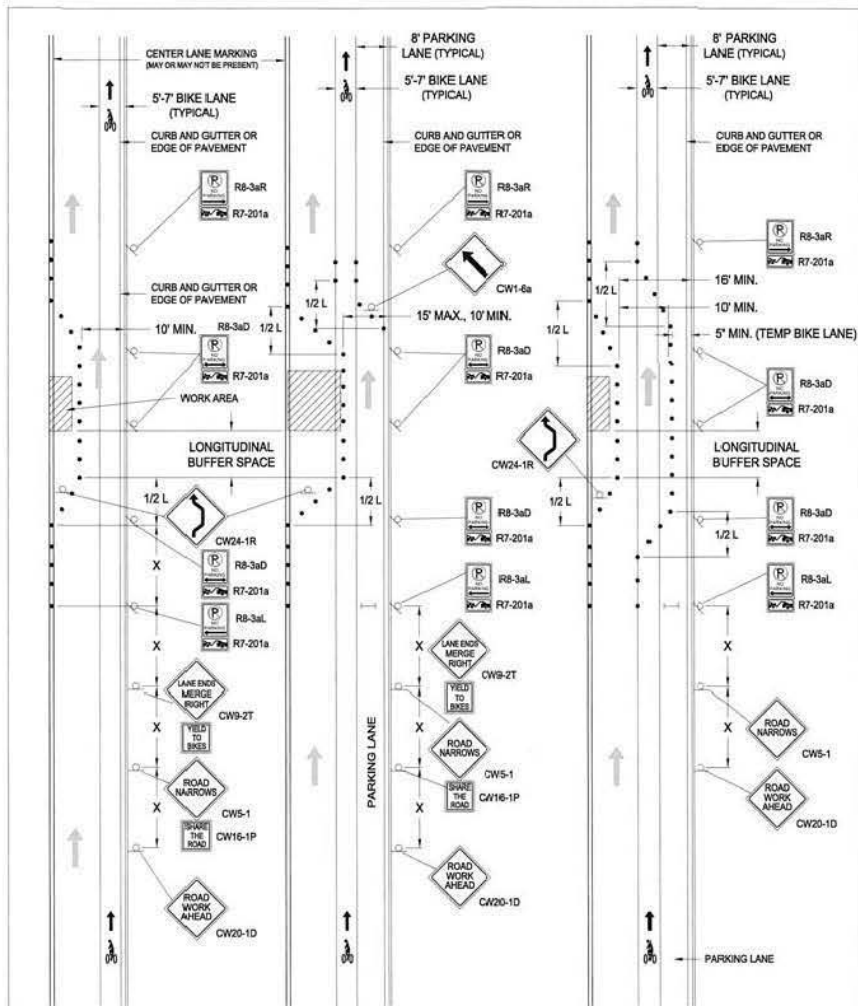


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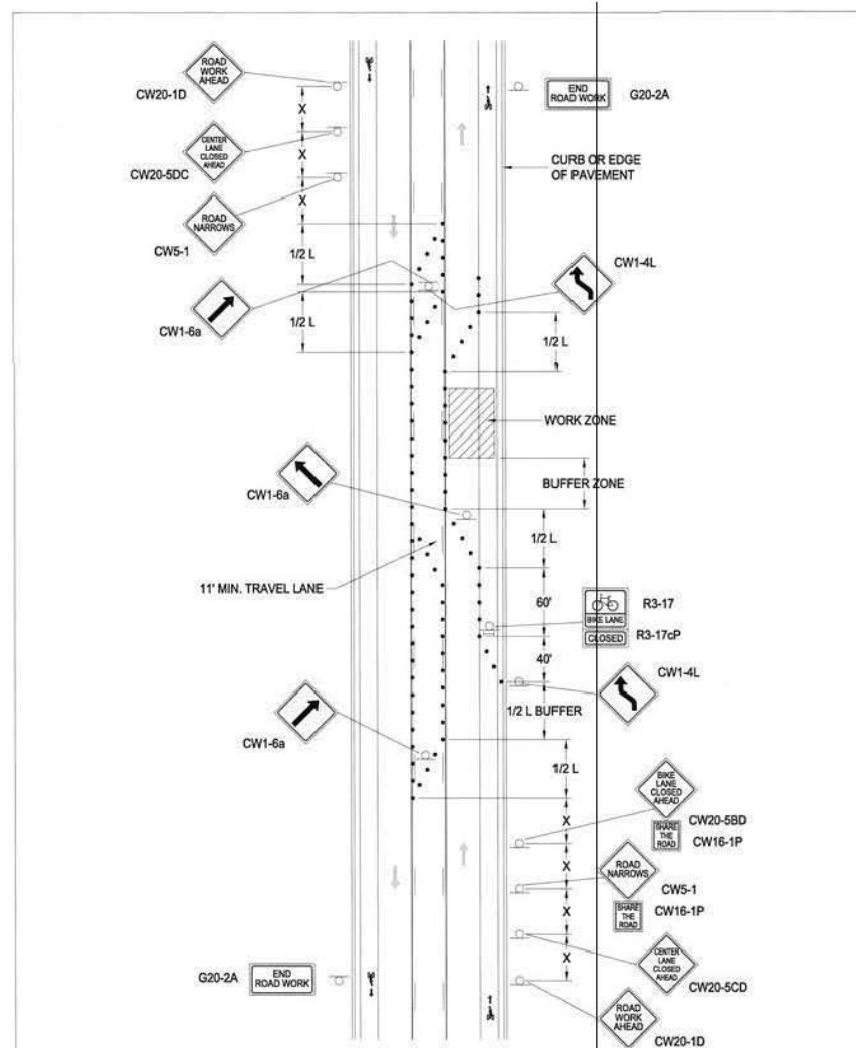
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NUMBER

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CITY OF AUSTIN AUSTIN TRANSPORTATION DEPARTMENT, ROW MANAGEMENT DIVISION		TRAFFIC ENCROACHMENT INTO BIKE LANE; 35 MPH OR LESS	
RECORD COPY SIGNED BY -	ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. <b>804S-1</b> 12 OF 13



CITY OF AUSTIN AUSTIN TRANSPORTATION DEPARTMENT, ROW MANAGEMENT DIVISION		SINGLE LANE CLOSURE ON A THREE LANE ROADWAY W/ BIKE LANES	
RECORD COPY SIGNED BY -	ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. <b>804S-1</b> 13 OF 13

CITY OF AUSTIN, TEXAS TRANSPORTATION DEPARTMENT ACTIVE TRANSPORTATION Bicycle Share System Expansion City of Austin Traffic Control Standards		
NOTES	NAME	DATE
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DESIGNED BY		
REVIEWED BY		
SHEET NUMBER		
59		





## EXHIBIT B

**BID SHEET  
CITY OF AUSTIN ("CITY")  
BIKE-SHARE PROGRAM EXPANSION**

Solicitation No.: MMO0109

**Special Instructions:** A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid left blank will be interpreted by the City as a no bid and that the responder does not wish to bid on that item.

**NOTE:** Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of bid.

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.1	KIOSK	18	EACH	\$ 5,237.00	\$ 94,266.00
1.2	SOLAR KIT	18	EACH	\$ 4,239.00	\$ 76,302.00
1.3	DOCK	235	EACH	\$ 1,148.00	\$ 269,780.00
1.4	BOLTED BASE	55	EACH	\$ 289.00	\$ 15,895.00
1.5	NON-BOLTED BASE	72	EACH	\$ 1,001.00	\$ 72,072.00
1.6	MAP MODULE	18	EACH	\$ 1,058.00	\$ 19,044.00
1.7	BIKES	125	EACH	\$ 1,850.00	\$ 231,250.00
1.8	STATION INSTALLATION (Includes transport, mobilization, and on-site installation)	18	EACH	\$ 5,502.72	\$ 99,048.96
<b>TOTAL BID</b>					<b>\$ 877,657.96</b>

**NON-SPECIFIED ITEMS AND SERVICES**

The City wishes to purchase other goods and services related to the project from the Bidder which are not listed above. The prices for these non-specified items shall be based on a fixed price or on percentage discount(s) or markup(s) to published price list(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the contract and are not subject to increase. Bidder may provide a published price list name and either the percentage discount(s) or markup(s) to the identified price list(s). Please include a list of all price lists or items that could contribute to the project and attach additional sheets as necessary. **Bidders offering discount(s) or markup(s) from published price list(s) may provide the City a copy of the price list(s) with offer or upon request.**

LINE ITEM	DESCRIPTION OF PRICE LIST	NAME OF PRICE LIST	PERCENTAGE DISCOUNT FROM OR MARKUP TO PRICE LIST
EXAMPLE	EXAMPLE: ABCD BIKE PARTS CATALOG	EXAMPLE: ABCD BIKE PARTS 2016	EXAMPLE: 10% DISCOUNT ON PRICE LIST
2.1			_____% DISCOUNT, OR _____% MARKUP
2.2			_____% DISCOUNT, OR _____% MARKUP

LINE ITEM	DESCRIPTION	UNIT	FIXED UNIT PRICE
EXAMPLE	EXAMPLE: LABOR RATE FOR REPAIRS	HOUR	\$25
EXAMPLE	LABOR RATE FOR OTHER PROJECT SERVICES	HOUR	\$20
2.3	Credit Card Processing fee (Estimated. Actual charge from Credit Card Processing to be passed through)	EACH	\$ 28,699.42
2.4			
2.5			
2.6			

DELIVERY TERMS: FOB Destination, Freight Pre-paid and Allowed

DELIVERY METHOD: COMMON CARRIER \_\_\_\_\_ VENDOR STAFF \_\_\_\_\_

COMPANY NAME: B-cycle LLC



## EXHIBIT C



**BID SHEET  
CITY OF AUSTIN ("CITY")  
BIKE-SHARE PROGRAM EXPANSION**

Solicitation No.: MMO0109

**Special Instructions:** A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid left blank will be interpreted by the City as a no bid and that the responder does not wish to bid on that item.

**NOTE:** Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of bid.

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.1	KIOSK	18	EACH	\$ 5,237.00	\$ 94,266.00
1.2	SOLAR KIT	18	EACH	\$ 4,239.00	\$ 76,302.00
1.3	DOCK	235	EACH	\$ 1,148.00	\$ 269,780.00
1.4	BOLTED BASE	55	EACH	\$ 289.00	\$ 15,895.00
1.5	NON-BOLTED BASE	72	EACH	\$ 1,001.00	\$ 72,072.00
1.6	MAP MODULE	18	EACH	\$ 1,058.00	\$ 19,044.00
1.7	BIKES	125	EACH	\$ 1,277.00	\$ 159,625.00
1.8	STATION INSTALLATION (Includes transport, mobilization, and on-site installation)	18	EACH	\$ 5,447.16	\$ 98,048.88
<b>TOTAL BID</b>					<b>\$ 805,032.88</b>

**NON-SPECIFIED ITEMS AND SERVICES**

The City wishes to purchase other goods and services related to the project from the Bidder which are not listed above. The prices for these non-specified items shall be based on a fixed price or on percentage discount(s) or markup(s) to published price list(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the contract and are not subject to increase. Bidder may provide a published price list name and either the percentage discount(s) or markup(s) to the identified price list(s). Please include a list of all price lists or items that could contribute to the project and attach additional sheets as necessary. **Bidders offering discount(s) or markup(s) from published price list(s) may provide the City a copy of the price list(s) with offer or upon request.**

LINE ITEM	DESCRIPTION OF PRICE LIST	NAME OF PRICE LIST	PERCENTAGE DISCOUNT FROM OR MARKUP TO PRICE LIST
EXAMPLE	EXAMPLE: ABCD BIKE PARTS CATALOG	EXAMPLE: ABCD BIKE PARTS 2016	EXAMPLE: 10% DISCOUNT ON PRICE LIST
2.1			_____% DISCOUNT, OR _____% MARKUP
2.2			_____% DISCOUNT, OR _____% MARKUP
LINE ITEM	DESCRIPTION	UNIT	FIXED UNIT PRICE
EXAMPLE	EXAMPLE: LABOR RATE FOR REPAIRS	HOUR	\$25
EXAMPLE	LABOR RATE FOR OTHER PROJECT SERVICES	HOUR	\$20
2.3	Credit Card Processing fee (Estimated. Actual charge from Credit Card Processing to be passed through)	EACH	\$ 26,324.58
2.4			
2.5			
2.6			

DELIVERY TERMS: FOB Destination, Freight Pre-paid and Allowed

DELIVERY METHOD: COMMON CARRIER \_\_\_\_\_ VENDOR STAFF \_\_\_\_\_

COMPANY NAME: B-cycle LLC



## EXHIBIT D

**Section 0700: Reference Sheet**Responding Company Name BCycle, LLC

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Los Angeles Metro  
Name and Title of Contact Laura Cornejo, Deputy Executive Director  
Project Name Metro Bike Share  
Present Address One Gateway Plaza, M/A 99-22-02  
City, State, Zip Code Los Angeles, CA 90012-2952  
Telephone Number ( 231 ) 922-2885 Fax Number (      )  
Email Address cornejol@metro.net
  
2. Company's Name City of Philadelphia, PA  
Name and Title of Contact Aaron Ritz, Bicycle and Pedestrian Programs Planner  
Project Name Indego Bike Share  
Present Address 1401 JFK Blvd, Suite 1430  
City, State, Zip Code Philadelphia, PA 19102  
Telephone Number ( 215 ) 686-9003 Fax Number (      )  
Email Address aaron.ritz@phila.gov
  
3. Company's Name GREENbike SLC  
Name and Title of Contact Ben Bolte, Executive Director  
Project Name GREENbike SLC  
Present Address 175 E. University Blvd, Suite 600  
City, State, Zip Code Salt Lake City, UT 84111  
Telephone Number ( 801 ) 333-1110 Fax Number (      )  
Email Address ben@greenbikeslc.org



SUPPLEMENTAL GENERAL CONDITIONS-STANDARD FEDERAL-AID ASSURANCES

Section 810A

**Federal-aid assurances and contract provisions**

NOTE: All documents referenced in Section 00810A are to be completed, signed and submitted with the bid.

**CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK**

By signing this proposal, the bidding firm and the signer certify that the following information, as indicated by checking "Yes" or "No", below, is true, accurate, and complete.

- A. Quotation(s) have been issued in this firm's name to other firm(s) interested, in this work for consideration for performing a portion of this work.

\_\_\_\_\_ YES

  X   NO

- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

## SUPPLEMENTAL GENERAL CONDITIONS - STANDARD FEDERAL-AID ASSURANCES

Section 810A

**AFFIDAVIT OF NON COLLUSION**


STATE OF Wisconsin  
 COUNTY OF Jefferson

I, Robert Burns, holding the title and position of  
President at the firm BCycle, LLC

affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

1. The bid/proposal is genuine and not made on the behalf of any other person, company or client.
2. The price of the bid/proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors.
3. No companies, clients or contractors have been solicited to propose a fake bid/proposal for comparative purposes.
4. No companies, clients or contractors have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.
5. The price of the bid/proposal has not been disclosed to any client, company or contractor, and will not be disclosed until the formal date on September 20, 2016

  
 Affiant

September 19, 2016  
 Date

Subscribed and sworn to before me this 19th day of September o 2016

\_\_\_\_\_  
 (Notary Public),  
Jefferson County.

My commission expires April 10, 20 18



## SUPPLEMENTAL GENERAL CONDITIONS - STANDARD FEDERAL-AID ASSURANCES

Section 810A

**BUY AMERICA**

By signing this proposal, the bidding firm and the signer certify that they will comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- The cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater;
- The Contract contains an alternate Item for a foreign source steel or iron product and the Contract is awarded based on the alternate Item; or
- The materials are temporarily installed.

Provide a notarized original of the FORM D-9-USA-1 with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).



## SUPPLEMENTAL GENERAL CONDITIONS- STANDARD FEDERAL-AID ASSURANCES

Section 810A

**BUY AMERICA FORM - Material Statement**

Click this link to access the: TxDOT Material Statement form

Example of TxDOT Material Statement form below.

Purchase Order No.	Quantity (Amt./Units)	Material Description	Mill Name	Heat No.	Material Use	Required Spec.	Documentation MTR	Cert.

This is to certify that the materials listed above and on the attached supplement (if attached) are in conformance with the governing specification(s). This is to also certify that all manufacturing processes for steel and iron materials or for the application of coatings (epoxy, galvanizing, painting or any other coating that protects or enhances the value of the steel or iron metal) to these materials occurred in the United States of America. Manufacturing processes are defined as all processes required to change the raw ore or scrap metal into the finished in-place steel or iron product. The attached mill test reports (MTRs) and Certifications (Cert.) are offered as proof of Domestic Origin.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission expires: \_\_\_\_\_

I declare under penalty of perjury under the laws of the United States of America and the State of Texas that the foregoing is true and correct and that I am authorized to sign for the Firm listed below.

(Authorized Corporate Official Signature) \_\_\_\_\_ Date \_\_\_\_\_

(Type Name and Title) \_\_\_\_\_

(Firm Name) \_\_\_\_\_

[Contact/Help](#)

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Robert Burns Title: President Telephone No.: 920-478-2191 Date: 09/19/16	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## SUPPLEMENTAL GENERAL CONDITIONS-STANDARD FEDERAL-AID ASSURANCES

Section 810A

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> a. initial filing b. grant For Material Change Only: year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  (attach Continuation Sheet(s) SF-LLL-A, if necessary)			<b>b. Individuals Performing Services (including address if different</b> <b>from No. 10a) (last name, first name, MI):</b>		
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ actual      planned		<b>13. Type of Payment (check all that apply):</b> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____			
<b>12. Form of Payment (check all that apply)</b> a. cash b. in-kind; specify      nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including</b> <b>officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16. Information requested through this form is authorized by title</b> <b>31 U.S.C. section 1352. This disclosure of lobbying activities is a</b> <b>material representation of fact upon which reliance was placed by</b> <b>the tier above when the transaction was made or entered into. This</b> <b>disclosure is required pursuant to 31 U.S.C. 1352. This information</b> <b>will be reported to the Congress semi-annually and will be available</b> <b>for public inspection. Any person who fails to file the required dis-</b> <b>closure shall be subject to a civil penalty of not less than \$10,000</b> <b>and not more than \$100,000 for each such failure.</b>				Signature: _____  Print Name: _____  Title: _____  Telephone No: _____ Date: _____	
<b>FEDERAL USE ONLY</b>				Authorized for Local Reproduction Standard Form - LLL	



## SUPPLEMENTAL GENERAL CONDITIONS - STANDARD FEDERAL-AID ASSURANCES

Section 810A

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secure to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity or this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SUPPLEMENTAL GENERAL CONDITIONS-STANDARD FEDERAL-AID ASSURANCES

Section 810A

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB

03-01-0016

**CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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Standard Form - LLL-A

Authorized for Local Reproduction  
Standard Form - LLL-A

SUPPLEMENTAL GENERAL CONDITIONS- STANDARD FEDERAL-AID ASSURANCES

Section 810A

**CONTRACTORS  
ASSURANCE**

(Subcontracts -  
Federal Aid Projects)

By signing this proposal the contractor is giving assurances that all subcontract agreements of \$10,000 or more on this project will incorporate the following provisions:

Special Provision "Certification of  
Nondiscrimination in Employment" Special  
Provision "Notice of Requirement for Affirmative  
Action to Ensure Equal Employment Opportunity  
(Executive Order 11246)"

Special Provision "Standard Federal Equal Employment Opportunity Construction  
Contract Specifications (Executive Order 11246)"

Form FHWA 1273 "Required Contract Provisions Federal-aid Construction  
Contracts" (Form FHWA  
1273 must also be  
physically attached to  
subcontracts and  
purchase orders of  
\$10,000 or more)

Applicable "Wage Determination Decision"





**SUPPLEMENTAL GENERAL CONDITIONS - STANDARD FEDERAL-AID ASSURANCES**

Section 810A

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**CHILD SUPPORT STATEMENT**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**SUPPLEMENTAL GENERAL CONDITIONS -STANDARD FEDERAL-AID ASSURANCES**

Section 810A

FHWA-1273 - Revised May 1,2012

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

**SUPPLEMENTAL GENERAL CONDITIONS - STANDARD FEDERAL-AID ASSURANCES****Section 810A**

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



**SUPPLEMENTAL GENERAL CONDITIONS - STANDARD FEDERAL-AID ASSURANCES****Section 810A**

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOTs U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceeding the end of July.

**111. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employees. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



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**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**✓ CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

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**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

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"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916. (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**I. Instructions for Certification - First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction; unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov>), which is compiled by the General Services Administration.

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i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://Mw.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



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department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. f. within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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**Special Provision Item 000-002L "Nondiscrimination"****1. DESCRIPTION**

All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Owner, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of Owner's programs or activities.

**2. DEFINITION OF TERMS**

Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Owner.

**3. NONDISCRIMINATION PROVISIONS**

During the performance of this contract, the contractor agrees as follows:

- 3.1. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 3.2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix 8 of the Regulations.
- 3.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 3.4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Owner or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

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- 3.5. Sanctions for Noncompliance In the event of the contractors noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it, the Owner may determine to be appropriate, including, but not limited to:
- withholding of payments to the contractor under the contract until the contractor complies, and/or
  - cancellation, termination or suspension of the contract, in whole or in part.
- 3.6. Incorporation of Provisions The contractor shall include the provisions of paragraphs (3.1) through (3.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



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**Special Provision Item 000-003L****Certification of Nondiscrimination in Employment****I. GENERAL**

By signing this proposal, the Bidder certifies that Bidder has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11111 (or 11246, or if Bidder has not participated in a previous contract of this type, or if Bidder has had previous contracts or subcontracts and has not filed, Bidder will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note-The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent

, Period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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**Special Provision Item 000-005L****Standard Federal Equal Employment Opportunity Construction  
Contract Specifications  
{Executive Order 11246}****1. GENERAL****1.1. As used in these specifications:**

- "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
- "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- "Minority" includes:
  - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

**1.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it will physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.****1.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) will be in accordance with that plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the equal employment opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.**

**1.4. The Contractor will implement the specific affirmative action standards provided in Section 1.7.1 through Section 1.7.16 of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing Contracts in geographical areas where they do not have a Federal or federally assisted construction Contract will apply the minority and female goals established for the geographical area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The**

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Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- 1.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women will excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.
- 1.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 1.7. The Contractor will take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications will be based upon its effort to achieve maximum results from its actions. The Contractor will document these efforts fully, and will implement affirmative action steps at least as extensive as the following.
  - 1.7.1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - 1.7.2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - 1.7.3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this will be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - 1.7.4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.
  - 1.7.5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor will provide notice of these programs to the sources compiled under 7b above.
  - 1.7.6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - 1.7.7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other

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employment decisions including specific review of these items with on-site Supervisors, Superintendents, General Foremen, etc., before the initiation of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- 1.7.8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- 1.7.9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month before the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor will send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- 1.7.10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- 1.7.11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- 1.7.12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- 1.7.13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- 1.7.14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities will be provided to assure privacy between the sexes.
- 1.7.15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- 1.7.16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 1.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Section 7.1 through Section 7.16.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section 7.1 through Section 7.16. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.
- 1.9. Consequently, the Contractor



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be in violation of the Executive Order if a particular group is employed in a substantially disparity. As an example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- 1.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 1.11. The Contractor will not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
- 1.12. The Contractor will carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as maybe imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.
- 1.13. The Contractor, in fulfilling its obligations under these specifications, will implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
- 1.14. The Contractor will designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records must at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 1.15. Nothing herein provided will be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 1.16. In addition to the reporting requirements set forth elsewhere in this Contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, will submit for every month of July during which work is performed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the included instructions.

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**Special Provision Item 000-007L****Disadvantaged Business Enterprise in Federal Aid Contracts****1. DESCRIPTION**

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted Contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT assisted Contracts. If the Disadvantaged Business Enterprise (DBE) goal is greater than zero, Article A, "Disadvantaged Business Enterprise in Federal Aid Contracts", of this Special Provision shall apply to this Contract. If there is no DBE goal, Article B, "Race-Neutral DBE Participation," of this Special Provision will apply to this Contract. The percentage goal for DBE participation in the work to be performed under this Contract will be shown on the proposal.

**1.1. Article A. Disadvantaged Business Enterprise in Federal Aid Contracts**

**1.1.1. Policy.** It is the policy of the DOT and the Texas Department of Transportation (Department) that DBEs, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Federal funds. The DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this Contract as follows:

**1.1.1.1.** The Contractor will solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this Contract.

**1.1.1.2.** The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

**1.1.1.3.** The requirements of this Special Provision shall be physically included in any subcontract.

**1.1.1.4.** By signing the Contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment. The Owner will determine the adequacy of a Contractor's efforts to meet the Contract goal, within 10 business days, excluding national holidays, from receipt of the information outlined in this Special Provision under Section 1.1.3., "Contractor's Responsibilities." If the requirements of Section 1.A.3 are met the conditional situation will be removed and the Contract will be forwarded to the Contractor for execution.

**1.1.2. Definitions.**

**1.1.2.1.** "Broker" is an intermediary or middleman that does not take possession of a commodity or act as a regular dealer selling to the public.

**1.1.2.2.** "Disadvantaged Business Enterprise" or "DBE" is defined in the standard specifications, Article 1, Definition of Terms.

**1.1.2.3.** "DBE Joint Venture" means an association of a DBE firm and 1 or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the

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Contract venture are commensurate with its ownership interest.

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- 1.1.2.4. "DOT means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).
- 1.1.2.5. "Federal Aid Contract" is any Contract between the Owner and a Contractor which is paid for in whole or in part with DOT financial assistance.
- 1.1.2.6. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- 1.1.2.7. "Manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications."
- 1.1.2.8. "Race-conscious" means a measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.
- 1.1.2.9. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.
- 1.1.2.10. "Regular Dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages in, as its principal business and under its own name, the purchase and sale or lease of the products in question.
- A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment for the products. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as a regular dealer.
- 1.1.2.11. "Texas Unified Certification Program" or "TUCP" provides one-stop shopping to applicants for certification, such that applicants are required to apply only once for a DBE certification that will be honored by all recipients of federal funds in the state. The TUCP by Memorandum of Agreement established six member entities to serve as certifying agents for Texas in specified regions.
- 1.1.3. Contractor's Responsibilities. These requirements must be satisfied by the Contractor.
- 1.1.3.1. After conditional award of the Contract, the Contractor shall submit a completed Form SMS.4901 "DBE Commitment Agreement, Form SMS.4901-T "DBE Trucking Commitment Agreement, or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for each DBE he/she intends to use to satisfy the DBE goal or a good faith effort to explain why the goal could not be reached. Provide these forms to the Owner so as to arrive not later than 5:00 p.m. on the 10th business day, excluding national holidays, after the conditional award of the Contract. When requested, additional time, not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.
- 1.1.3.2. DBE prime Contractors may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported on Form SMS.4902.

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**1.1.3.3.**

A Contractor who cannot meet the contract goal, in whole or in part, shall make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A. The following is a list of the types of action that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform the work items with its own forces.
- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- Negotiating in good faith with interested DBEs to make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiations includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional cost involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the Contract DBE goal as long as such cost are reasonable. Also, the ability or desire of the Contractor to perform the work of the Contract with its own organization does not relieve the Bidder of the responsibility to make good faith effort. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example unions, non-union employee status) are not legitimate cause for the rejection or non-solicitation of bids and the Contractor's efforts to meet the project goal.
- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- If the Owner determines that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Owner.

**1.1.3.4.**

Should the bidder to whom the Contract is conditionally awarded refuse, neglect or fail to meet the DBE goal or comply with good faith effort requirements, the proposal guaranty filed with the bid shall become the property of the Owner, not as a penalty, but as liquidated damages to the Owner.



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- 1.1.3.5. The preceding information shall be submitted directly to the owner.
- 1.1.3.6. The Contractor shall not terminate for convenience a DBE subcontractor named in the commitment submitted under Section 1.A.3.a, of this Special Provision. Before terminating or removing a DBE subcontractor named in the commitment, the Contractor must have a written consent of the Owner.
- 1.1.3.7. The Contractor shall also make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE, to the extent needed to meet the Contract goal. The Contractor shall submit a completed Form 4901 "DBE Commitment Agreement, From SMS 4901-T "DBE Trucking Commitment Agreement", or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for the substitute DBE firm(s). Any substitution of DBEs shall be subject to approval by the Owner. Before approving the substitution, the Owner will request a statement from the DBE concerning it being replaced.
- 1.1.3.8. The Contractors shall designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- 1.1.3.9. Contractors are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.
- 1.1.4. Eligibility of DBEs
- 1.1.4.1. The member entities of the TUCP certify the eligibility of DBEs and DBE joint ventures to perform DBE subcontract work on DOT financially assisted Contracts.
- 1.1.4.2. The Department maintains the Texas Unified Certification Program DBE Directory containing the names of firms that have been certified to be eligible to participate as DBE's on DOT financially assisted Contracts. An update of the Directory can be found on the Internet at <http://www.txdot.gov/apps-cg/tucp/default.htm>.
- 1.1.4.3. Only DBE firms certified at the time commitments are submitted are eligible to be used in the information furnished by the Contractor as required under Section 1.A.3.a. and 3.g. above. For purposes of the DBE goal on this project, DBEs will only be allowed to perform work in the categories of work for which they are certified.
- 1.1.4.4. Only DBE firms certified at the time of execution of a Contract/subcontract/purchase order, are eligible for DBE goal participation.
- 1.1.5. Determination of DBE Participation ; When a DBE participates in a Contract, only the values of the work actually performed by the DBE, as referenced below, shall be counted by the prime Contractor toward DBE goals:
- 1.1.5.1. The total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its Contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- 1.1.5.2. A Contractor may count toward its DBE goal a portion of the total value of the Contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the Contract performed by the DBE.
- 1.1.5.2.1. A Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a Contract or purchase order. A DBE is considered to perform a CUF when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

In accordance with 49 CFR Part 26, Appendix A, guidance concerning Good Faith Efforts, Contractors

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may make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. Contractors may not however, negotiate the price of materials or supplies used, nor may they determine quality and quantity, order the materials themselves, nor install the materials (where applicable), or pay for the material themselves. Contractors however, may share the quotations they receive from the material supplier with the DBE firm, so that the DBE firm may negotiate a reasonable price with the material supplier.

In all cases, prime or other non-DBE subcontractor assistance will not be credited toward the DBE goal.

- 1.1.5.2.2. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

Consistent with industry practices and the DOT/Department's DBE program, a DBE subcontractor may enter into second-tier subcontracts, amounting up to 70% of their Contract. Work subcontracted to a non-DBE does not count towards DBE goals. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF.

- 1.1.5.2.3. A DBE trucking firm (including an owner operator who is certified as a DBE) is considered to be performing a CUF when the DBE is responsible for the management and supervision of the entire trucking operation on a particular Contract and the DBE itself owns and operates at least 1 fully licensed, insured, and operational truck used on the Contract.

- 1.1.5.2.3.1. The Contractor receives credit for the total value of the transportation services the DBE provides on a Contract using trucks it owns, insures, and operates using drivers it employs.

- 1.1.5.2.3.2. The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.

- 1.1.5.2.3.3. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by the DBE-owned trucks on the Contract. Additional participation by non-DBE lessees receive credit only for the fee or commission it receives as result of the lease arrangement.

- 1.1.5.2.3.4. A lease must indicate that the DBE has exclusive use of and control over the trucks giving the DBE absolute priority for use of the leased trucks. Leased trucks must display the name and identification number of the DBE.

- 1.1.5.2.4. When a DBE is presumed not to be performing a CUF the DBE may present evidence to rebut this presumption.

- 1.1.5.2.5. Project materials or supplies acquired from an affiliate of the prime Contractor cannot directly or indirectly (2<sup>nd</sup> or lower tier subcontractor) be used for DBE goal credit.

- 1.1.5.3. A Contractor may count toward its DBE goals expenditures for materials and supplies obtained from a DBE manufacturer, provided that the DBE assumes the actual and contractual responsibility for the materials and supplies. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- 1.1.5.3.1. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. (Definition of a DBE manufacturer found at 1A.c.(1) of this provision.)

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For purposes of this Section (1.A.c(1)), a manufacturer is a firm that operates or maintains factory establishment that produces, on the premises, the material, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- 1.1.5.3.2. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals.

For purposes of this Section (1.A.5.c.(2)), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business:

- 1.1.5.3.2.1. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- 1.1.5.3.2.2. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in the first paragraph under Section 1.A.5.c.(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- 1.1.5.3.2.3. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of Section 1.A.5.c.(2).
- 1.1.5.3.3. With respect to materials or supplies purchased from DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

- 1.1.5.3.4. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted Contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 1.1.5.4. If the Contractor chooses to assist a DBE firm, other than a manufacturing material supplier or regular dealer, and the DBE firm accepts the assistance, the Contractor may act solely as a guarantor by use of a two-party check for payment of materials to be used on the project by the DBE. The material supplier must invoice the DBE who will present the invoice to the Contractor. The Contractor may issue a joint check to the DBE and the material supplier and the DBE firm must issue the remittance to the material supplier. No funds shall go directly from the Contractor to the material supplier. The DBE firm may accept or reject this joint checking arrangement.

The Contractor must obtain approval from the Owner before implementing the use of joint check arrangements with the DBE. Submit to the Owner, Joint Check Approval Form 2178 for requesting approval. Provide copies of cancelled joint checks upon request. No DBE goal credit will be allowed for the cost of DBE materials that are paid by the Contractor directly to the material supplier.

- 1.1.5.5. No DBE goal credit will be allowed for supplies and equipment the DBE subcontractor leases from the Contractor or its affiliates.
- 1.1.5.6. No DBE goal credit will be allowed for the period of time determined by the Owner that the DBE was not performing a CUF. The denial period of time may occur before or after a determination has been made by the Owner. In case of the denial of credit for non-performance of a CUF of a DBE, the Contractor will be applicable

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**1.1.6. Records and Reports.**

1.1.6.1. The Contractor shall submit monthly reports, after work begins, on DBE payments to meet the DBE goal and for DBE or HUB race-neutral participation. Report payments made to non-DBE HUBs. The monthly report is to be sent to the Owner. These reports will be due within 15 days after the end of a calendar month. These reports will be required until all DBE subcontracting or material supply activity is completed. Form SMS 4903, "DBE Progress Report" is to be used for monthly reporting. Form SMS 4904, "DBE Final Report" is to be used as a final summary of DBE payments submitted upon completion of the project.

The original final report must be submitted to the Owner. These forms may be obtained from the Owner or may be reproduced by the Contractor. The Owner may verify the amounts being reported as paid to DBEs by requesting copies of cancelled checks paid to DBEs on a random basis. Cancelled checks and invoices should reference the Owner's project number.

**1.1.6.2.**

DBE subcontractors and/or material suppliers should be identified on the monthly report by Vendor Number, name, and the amount of actual payment made to each during the monthly period. Negative reports are required when no activity has occurred in a monthly period.

**1.1.6.3.**

All such records must be retained for a period of 3 years following completion of the Contract work, and shall be available at reasonable times and places for inspection by authorized representatives of the Owner, the Department or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.

**1.1.6.4.**

Before receiving final payment, the Contractor shall submit Form SMS 4904, "DBE Final Report". If the DBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 1.A.3.c of this Special Provision, must be submitted with the "DBE Final Report."

**1.1.6.5.**

Provide a certification of prompt payment in accordance with the Owner's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

**1.1.7.**

Compliance of Contractor: To ensure that DBE requirements of this DOT assisted Contract are complied with, the Owner will monitor the Contractor's efforts to involve DBEs during the performance of this Contract. This will be accomplished by a review of monthly reports submitted to the Owner by the Contractor indicating his progress in achieving the DBE Contract goal, and by compliance reviews conducted on the project site by the Owner.

The Contractor shall receive credit toward the DBE goal based on actual payments to the DBE subcontractor. The Contractor shall notify the Owner if he/she withholds or reduces payment to any DBE subcontractor. The Contractor shall submit an affidavit detailing the DBE subcontract payments before receiving final payment for the Contract.

Contractors' requests for substitutions of DBE subcontractors shall be accompanied by a detailed explanation which should substantiate the need for a substitution. The Contractor may not be allowed to count work on those items being substituted toward the DBE goal before approval of the substitution from the Owner.

The prime Contractor is prohibited from providing work crews and equipment to DBEs. DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the prime Contractor or its affiliates is not allowed.

When a DBE subcontractor named in the commitment under Section 1.A.3.a. of this Special Provision, is terminated or fails to complete its work on the Contract for any reason, the prime Contractor is required to



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make good faith effort to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal.

A Contractor's failure to comply with the requirements of this Special Provision shall constitute a material breach of this Contract. In such a case, the Owner reserves the right to terminate the Contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor, or to secure a refund, not as a penalty but as liquidated damages to the Owner or such other remedy or remedies as the Owner deems appropriate.

Forward Form 2371 "DBE Trucking Credit Worksheet" completed by the DBE trucker every month DBE credit is used.

1.2.

**Article B. Race-Neutral Disadvantaged Business Enterprise Participation.** It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 Subpart A, be given the opportunity to compete fairly for Contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this Contract as follows:

The Contractor will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for Contracts and subcontracts financed in whole or in part with Federal funds. Race-Neutral DBE and non-DBE HUB participation on projects with no DBE goal shall be reported on Form SMS.4903, "DBE or HUB Progress Report" and submitted to the Owner each month and at project completion. Payments to DBEs reported on Form SMS.4903 are subject to the requirements of Section 1.1.5., "Determination of DBE Participation."

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contractor such other remedy as the recipient deems appropriate.

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**Special Provision Item 007-001L****Legal Relations and Responsibilities****Section 2.6.5., "Training"**

Coordinate enrollment, pay associated fees, and successfully complete approved Training or Contractor Delivered Training. Training is valid for the period prescribed by the provider but no less than 3 yrs. from the date of completion. The Owner may require training at a frequency less than the period prescribed or 3 yrs. Based on Owner's needs. Training and associated fees will not be measured or paid for directly but are considered subsidiary to pertinent Items.

2.6.5.1. Approved Training. Approved training is listed below:

2.6.5.1.1 Contractor Responsible Person and Alternate.

Provider	Course Title
American Traffic Safety Services Association	Traffic Control Supervisor
National Highway Institute	Maintenance of Traffic Control for Supervisors

2.6.5.1.2. Flagger Instructor Training.

Provider	Course Title
American Traffic Safety Services Association	Flagging Instructor Training Course
Texas Engineering Extension Services	Train-the-Trainer Flaggers
National Safety Council	Flagger (Instructor)
University of Texas at Arlington, Division for Enterprise Development	Certified Flagger Instructor

Flagger Training.

Provider	Course Title
Texas Engineering Extension Services	Flaggers in Work Zones
National Safety Council	Flagger (Novice)
University of Texas at Arlington, Continuing Education Department	Flaggers in Work Zones (TxDOT Training)
University of Texas at Arlington, Continuing Education Department	WZ Traffic Control/Qualified Flagger
Associated Builders and Contractors, Austin Chapter	Flagger Training
LOI Safety Training	Flagger Training
Tipton Compliance and Safety	Flagger Training

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2.6.5.1.3.

Law Enforcement Personnel

Course Title

Provider  
National Highway Institute

Safe and Effective Use of Law Enforcement  
Personnel in Work Zones

2.6.5.1.4.

Other Work Zone Personnel.

Provider	Course Title
American Traffic Safety Services Association	Traffic Control Technician Training
Texas Engineering Extension Services	Work Zone Traffic Control
National Highway Institute	Maintenance of Traffic Control for Technicians
National Highway Institute	Maintenance Training Series: Basics of Work Zone Traffic Control

2.6.5.2.

Contractor Delivered Training. Develop Contractor Delivered Training curriculum and submit the curriculum to the Owner for approval. Do not implement the training curriculum before receiving written approval from the Owner. The work performed and materials furnished to develop the curriculum and provide training will not be measured or paid for directly but will be considered subsidiary to pertinent items.

A contractor's certified flagging instructor is permitted to train other flaggers.

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CONTRACTOR  
FEDERAL GRANT REQUIREMENTS

**1., Federal Grant Funding**

The funding for the Agreement is provided in whole or in part from grants awarded by one or more Departments or Agencies of the Federal Government. Pursuant to said grant(s), Contractor is required to comply with (and to incorporate into its agreements with any subcontractors) the following provisions in the performance of the Agreement.

**f., Order of Precedence**

In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

**J., Nondiscrimination; Equal Employment Opportunity**

The Contractor hereby assures the City that in performing its obligations pursuant to the Agreement, it will comply with all applicable nondiscrimination requirements as set forth in 28 CFR Part 42. The Contractor further agrees that it shall submit compliance reports (as referenced in 28 CFR Part 42.106) to the City to allow the City to comply with its reporting requirements to the Federal Government. In addition, Contractor shall comply with Executive Order 12466 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). (This provision must be incorporated by Contractor into any subcontract exceeding \$ 10,000.)

**4., Compliance with Copeland "Anti-Kickback" Act**

The Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**5., Compliance with Davis-Bacon Act**

The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide City with all applicable payroll records on a weekly basis.

**§., Compliance with Contract Work Hours and Safety Standards Act**

The Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**L., Payment, Reports, Records, Retention And Enforcement**

The Contractor acknowledges the requirements and regulations set forth in 28 CFR Parts 66.40 through 66.44 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City

to comply with said requirements. The Contractor shall retain all of its records relating to the project for a period of three years after City makes final payment to Contractor and all other pending matters are closed.

**Access To Contractor's Records**

The Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the work performed under the Agreement for the purposes of making audit, examination, excerpts or transcriptions.

**2., Patent Rights**

The Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement, including, but not limited to those regulations and requirements set forth in 48 CFR Part 27. Any discovery or invention that arises during the course of this Agreement shall be immediately (within two months of discovery) reported to the City's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

**10. Copyright**

The Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 28 CFR Part 66.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support."



**Section 0815: Living Wages Contractor Certification**

Company Name BCycle LLC

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
Mark Kleven	Director of Implementation

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

**Bidding Requirements, Contract Forms and Conditions of the Contract**  
**WAGE RATES AND PAYROLL REPORTING**  
Section 00830

---

**I. Payment**

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$13.03 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$13.03 minimum wage required.

Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, **prior** to performance of the Work.

All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English

and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

C. Overtime Requirements

No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

## II. Apprentices

### Locally & Federally Funded Projects

The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

## III. Withholding of Payments

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

## IV. Payrolls

A. CONTRACTOR shall keep records showing:

1. the name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.
  2. the actual per diem wages paid to each worker.
  3. Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
  4. Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Subsubcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, medicare and social security.
- B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.
- C. A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:
1. name of signatory party and title,
  2. name of project, payroll period and
  3. name of CONTRACTOR or Subcontractor.
- The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.
- D. Federal Funding
- In the event that federal funding is used:
1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.



2. Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.
3. Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

#### **V. Noncompliance**

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

#### **VI. Area Practice**

- A. Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.
  1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.
  2. The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
  1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.
  2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the

highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

**VII. Texas Open Records Act**

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

**Wage Rates For This Project Are Attached**

**End**

Bidding Requirements, Contract Forms Conditions of the Contract  
**WAGE RATES AND PAYROLL REPORTING**  
 Section 00830BC

**WAGE RATE DETERMINATION**

**BUILDING CONSTRUCTION TYPE**

COUNTY NAME : TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision:TX160323 5/27/2016 TX323 and City of Austin Ordinance #20160324-015

*DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.03/hour.*

CLASSIFICATION	DOL RATE for info only	ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance	DOL FRINGES	TOTAL MINIMUM WAGE RATE REQUIRED
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.57	\$ 21.57	\$ 10.02	\$ 31.59
Boilermaker	\$ 23.14	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.15	\$ 27.15	\$ 7.88	\$ 35.03
Elevator Mechanic <5 years experience	\$ 37.76	\$ 37.76	\$ 32.25	\$ 70.01
Elevator Mechanic >5 years experience	\$ 37.76	\$ 37.76	\$ 33.01	\$ 70.77
Floor Layer (Carpet)	\$ 21.88	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ 13.03	\$ -	\$ 13.03
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 23.02	\$ 23.02	\$ 6.35	\$ 29.37
Ironworker, Reinforcing	\$ 12.27	\$ 13.03	\$ -	\$ 13.03
Ironworker, Structural	\$ 20.73	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	\$ 13.03	\$ -	\$ 13.03
Laborer, Common or General	\$ 11.44	\$ 13.03	\$ -	\$ 13.03
Laborer, Mason Tender - Brick	\$ 12.22	\$ 13.03	\$ -	\$ 13.03
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ 13.03	\$ -	\$ 13.03
Laborer, Pipelayer	\$ 12.45	\$ 13.03	\$ -	\$ 13.03
Laborer, Roof Tearoff	\$ 11.28	\$ 13.03	\$ -	\$ 13.03
Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ 13.03	\$ -	\$ 13.03
Operator, Bulldozer	\$ 14.00	\$ 14.00	\$ -	\$ 14.00

Operator, Crane	\$ 34.85	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Mechanic	\$ 18.75	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ 13.03	\$ -	\$ 13.03
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.00	\$ 28.00	\$ 11.41	\$ 39.41
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ 13.03	\$ -	\$ 13.03
*Roofer, Metal	\$ 14.05	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 24.38	\$ 13.74	\$ 38.12
Sprinkler Fitter (Fire Sprinklers)	\$ 27.43	\$ 27.43	\$ 22.52	\$ 49.95
Tile Finisher	\$ 11.32	\$ 13.03	\$ -	\$ 13.03
Tile Setter	\$ 16.35	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 13.03	\$ 1.18	\$ 14.21
Truck Driver, Flatbed Truck	\$ 19.65	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ 13.03	\$ -	\$ 13.03
Truck Driver, Water Truck	\$ 12.00	\$ 13.03	\$ 4.11	\$ 17.14
Waterproofers	\$ 16.30	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

See below for Additional Wage Information.

Note: \*Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160323 or other sources.

### 1. Additional Trade information:

Electricians\*\* - Including low voltage wiring for computers, fire/smoke alarms.

Elevator Mechanics\*\*\* - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice prior to the start of the job for that type of work.

### 2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least \$13.03/hour. The cash portion of their compensation must meet or exceed this amount.

### 3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave



Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

#### 4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ( [\$200 x 12 months] divided by 2080 hours = \$1.15 per hour ) should be used.

#### 5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

#### 6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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**Response to City of Austin Solicitation  
No. MMO0109  
Bike-Share Program Expansion  
September 20, 2016  
BCycle**





September 20, 2016

City of Austin, Municipal Building  
Purchasing Office-Response Enclosed for Solicitation #MMO0109  
124 W 8<sup>th</sup> Street, Room 308  
Austin, TX 78701

RE: Response to Solicitation No. MMO0109 Bike-Share Program Expansion

Dear Selection Committee Member:

BCycle is pleased to submit this response to the City of Austin's Invitation for Bid for Bike-Share Program Expansion. We have carefully reviewed the requirements of your bid, and based on the program goals you've outlined, put together a proposal that we believe will provide the City of Austin with the best long-term solution for a highly used and sustainable bike share system.

BCycle is the only company with a bike share system in Austin and direct experience supporting the expansion and ongoing operation of Austin B-cycle. Since launching Austin B-cycle December 21, 2013 with 110 bikes and 11 stations, BCycle and Austin B-cycle have worked together with the City of Austin to lead five successful system expansions and grow the system to its current size of 400 bikes and 50 stations. In that time, the BCycle system in Austin has proven itself to be highly reliable and intuitive, supporting nearly 600,000 trips for tens of thousands of visitors and residents, including numerous high profile events and festivals. If selected for this solicitation to expand the Austin B-cycle system, BCycle will work closely with Austin B-cycle and the City to ensure a seamless roll-out, just as we have done over the course of our nearly three year partnership in the city.

For this expansion, we have put together two equipment proposals for the City of Austin and are pleased to support the equipment proposal that the City feels is best for their system. The first proposal includes using all BCycle 1.0 equipment (stations and bicycles) equal to the equipment that is currently on the streets in Austin. The second option offers the use of 1.0 stations with our newest and most innovative bicycle called BCycle Smart. This technology marries the advantages of a station-based system with some of the advantages of a smart bike system. We would like to offer both options so that the City of Austin is able to choose the route they feel is best for the expansion.

We thank you for the opportunity to respond, and look forward to answering any additional questions you may have.

Sincerely,

A handwritten signature in blue ink that reads 'R. Burns'.

Robert Burns  
President, BCycle, LLC



**REQUIRED RESPONSE****PAGE NO.**

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**EXHIBITS**

BCYCLE 1.0 STATION AND INSTALLATION SPECIFICATIONS	EXHIBIT A
BCYCLE 1.0 STATION AND BICYCLE PRICE PROPOSAL	EXHIBIT B
BCYCLE 1.0 STATION AND BCYCLE SMART PRICE PROPOSAL	EXHIBIT C
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**SEPARATE SEALED ENVELOPE**

BID BOND

## COMPANY INFORMATION AND EXPERIENCE

BCycle is a proven and capable vendor of high quality, reliable products and services that exceed customer expectations. Since 2010, BCycle has delivered bike share systems on-time and on-budget in over 40 cities across North and South America. Each of these projects have varied in terms of their specific needs and the scope of BCycle's tasks and deliverables. However, in each case, BCycle has successfully tailored its product and services to exceed the customer's need. Additionally, BCycle directly owns and operates bike share systems in Madison, Wisconsin and Broward County, Florida so we understand the needs and wants of system owners and operators.

Given the investment needed to install a bike share system, it is important to know that the equipment and software provider you choose will be there to support you for the long-term. BCycle is an experienced and growing company, with demonstrated financial performance and fiscally sound management. Incorporated in 2008, BCycle has returned a positive operating profit the past three years, and is on track to do so again in 2016. Fully owned by Trek Bicycle Corporation, a global company with over \$1 billion USD in annual sales, BCycle has the financial capacity, resources, expertise and commitment to deliver to Austin their bike share system to the highest level of quality and service. With BCycle, what you see is what you get; we deliver on our commitments.



As stated, BCycle is now fully owned by Trek, the largest manufacturer of high quality bicycles in the United States and is a company that has built an international reputation for best-in-class products. BCycle exemplifies Trek's mission for continuous improvement, with constant innovation such as the BConnected national reciprocity program between participating systems, the BCycle Smart product line development, cash payment options, and consistently developing additional software features and enhancements.

### SCOPE OF PROJECT

BCycle has built its culture and reputation around three core values:

1. Create great products we love
2. Take care of our customers
3. Continuous improvement

These values are engrained in BCycle's management, staff, and product vendors. As a result, BCycle delivers best-in-class products on time and on budget. Once delivered, BCycle stands behind its products and makes continuous investment to improve both the products and services it provides. BCycle's continuous innovation extends to enhanced software tools, bike customization options, and superior communication practices. With more operating bike share systems across the U.S. than any other company, BCycle understands what it takes to implement, launch, operate and support a successful system. We provide cities with a bike share system that focuses on delivering a positive customer experience – not only for system users, but for system owners, operators, cities, and sponsors.



## EXPERIENCE

BCycle currently works with local operators in more than 40 cities and we directly operate systems in Fort Lauderdale, Florida, and Madison, Wisconsin. We have had extensive experience planning, implementing and operating bike share systems in North and South America. BCycle launched its first bike share program in April 2010. Over the past 6 years, we have grown into one of the leading providers of bike share solutions in North America. We leverage two industry leading suppliers to manufacture our equipment:

### *Bicycle Supplier: Trek Bicycle Corporation*

BCycle's bike supplier is Trek Bicycle. Trek designs, manufactures, and sells over 1.5 million bicycles annually around the world. A large benefit of having Trek as the bicycle supplier is that it has very deep ties within the modern bicycle supply chain and uses this industry leverage to BCycle's benefit when sourcing components.

### *Station Supplier: Kiosk Information Systems*

BCycle's station supplier is Kiosk Information Systems ("KIS"), the largest manufacturer of self-service kiosks in the United States. KIS is based in Louisville, Colorado, and designs, manufactures, and installs the BCycle stations, in addition to providing ongoing station warranty support. KIS does not sell bike share equipment to any other bike share equipment vendor as BCycle holds all of the intellectual property created and designed for our stations.

BCycle's current list of existing programs is as follows:

<b>Project</b>	<b>Launch</b>	<b>Current Size</b>
Las Vegas, NV	October '16	180 bikes/18 stations
Oklahoma City, OK	08/18/16	50 bikes/8 stations
Los Angeles, CA	07/07/16	1000 bikes/80 stations
Columbus, IN	05/21/16	78 bikes/8 stations
Clarksville, TN	01/05/16	20 bikes/2 stations
McAllen, TX	09/19/15	70 bikes/8 stations
El Paso, TX	08/25/15	80 bikes/8 stations
Dayton, OH	05/05/15	225 bikes/24 stations
Philadelphia, PA	04/21/15	1000 bikes/100 stations
Fargo, ND	03/13/15	100 bikes/11 stations
Ann Arbor, MI	09/25/14	125 bikes/14 stations
Cincinnati, OH	09/15/14	385 bikes/50 stations
Milwaukee, WI	08/06/14	400 bikes/40 stations
Rapid City, SD	07/30/14	10 bikes/2 stations
Indianapolis, IN	04/22/14	250 bikes/27 stations
Columbia County, GA	03/03/14	7 bikes/1 station
Savannah, GA	01/24/14	20 bikes/2 stations
Austin, TX	12/21/13	400 bikes/50 stations
Santiago, Chile	10/25/13	2000 bikes/175 stations
Battle Creek, MI	08/22/13	13 bikes/3 stations
Fort Worth, TX	04/22/12	350 bikes/43 stations
Greenville, SC	04/09/13	35 bikes/8 stations
Salt Lake City, UT	04/08/13	350 bikes/33 stations
Nashville, TN	12/13/12	240 bikes/32 stations



Charlotte, NC	08/01/12	205 bikes/25 stations
Kansas City, MO	07/03/12	160 bikes/28 stations
Houston, TX	05/02/12	220 bikes/30 stations
Broward County, FL	12/14/11	275 bikes/21 stations
Spartanburg, SC	07/07/11	40 bikes/5 stations
Omaha, NE/Council Bluffs, IA	06/15/11	150 bikes/33 stations
Madison, WI	05/22/11	350 bikes/39 stations
Boulder, CO	05/20/11	280 bikes/40 stations
San Antonio, TX	03/26/11	460 bikes/57 stations
Des Moines, IA	09/08/10	70 bikes/11 stations
Denver, CO	04/22/10	680 bikes/88 stations

PROJECT NAME	CONTACT	Launch Date	Size
Metro Bike Share	Los Angeles Metro, Laura Cornejo, Deputy Executive Director One Gateway Plaza, M/S 99-22-02, Los Angeles, CA 90012-2952 Ph: 213-922-2885, Email: cornejol@metro.net	July 2016	1000 Bikes 65 Stations
Indego Bike Share	City of Philadelphia, Aaron Ritz, Bicycle and Pedestrian Programs Planner 1401 JFK Blvd, Suite 1430, Philadelphia, PA 19102 Ph: 215-686-9003, Email: aaron.ritz@phila.gov	April 2015	1000 Bikes 100 Stations
Great Rides Fargo	Great Rides Fargo, Sara Watson Curry, Operations Manager UND, 425 Broadway N, Fargo ND, 58102 Ph: 701-261-9417, Email: sara@greatridesfargo.com	March 2015	100 Bikes 11 Stations
SLC GreenBike	GreenBike SLC, Ben Bolte, Executive Director 175 E. University Boulevard Suite 600, Salt Lake City, UT 84111 Ph: 801-333-1110, Email: ben@greenbikeslc.org	April 2013	340 Bikes 33 Stations
Broward County BCycle	Cindy Corbett-Elder, Assistant to the Deputy Director Broward County Transportation Department, 1 N. University Drive Plantation, Florida 33324 Ph: (954) 357-8451; Email: celder@broward.org	December 2011	275 Bikes 25 Stations
Denver Bike Share	Denver Bike Sharing, Adam DeVoe, Chairman of the Board 2737 Larimer St. Suite A, Denver, CO 80205 Ph: 303-550-9517, Email: adevoe@lrrlaw.co	April 2010	680 Bikes 88 Stations



## EQUIPMENT

There are three elements that comprise the BCycle product: the bicycles, station and the software. Combined, these elements provide customers with a transportation ecosystem is intuitive, reliable, and customized to the local community. All features are purpose-built for bike share, featuring robust, high quality and secure construction designed to withstand all of the challenging elements that are involved in a bike share program. Above all else, all of these pieces are designed to be intuitive, highly functional, and enjoyable for customers to use.

All BCycle equipment and software is proprietary to BCycle. We sell our equipment and license our software directly to municipality or system operator. BCycle does not distribute its product through subcontractors, which allows us to provide the level of customer service and support we believe is necessary to ensure a world-class bike share operation.

### BICYCLES

BCycle is presenting two options for the bicycle solution. The first is the existing bicycle model currently in use in Austin; BCycle 1.0. This bike model is in stock and ready to be shipped. All geometry and fabrication is the same as the bikes currently in use by Austin BCycle. The second option is the newest BCycle model; BCycle Smart. This bicycle offers the ability to marry the smart bike technology with Austin's current station-based technology.

BCycle specifically designs their newest products around the idea that all equipment is compatible and able to be used freely among different models. With this in mind, the hybrid solution of using the BCycle Smart bike with a "smart dock" system offers the flexibility of a Smart bike system while continuing to use the existing bike share infrastructure.

All BCycle bicycles are designed by Trek in Waterloo, WI specifically for bike sharing. The frame and components are rust, salt, sand, and weather resistant to accommodate high-impact outdoor, four season use. They have been tested in over 40 cities across North and South America. It is fun to ride, low maintenance, easy to adjust, and comfortably fits riders from 5' to 6' 2"+. The bikes feature RFID technology for tracking and anti-theft purposes.

### BCycle 1.0

The BCycle 1.0 bike has proven itself to be highly robust and reliable, and is still going strong after 6 years of use in Denver!

CUSTOMIZATION	
Color	Red or Gray (or custom color)
Branding	Current Austin BCycle branding or custom branding if requested
<b>BASKET</b>	BCycle designed large front basket, rear pannier or small front basket
<b>FRAMESET</b>	
Size	One size fits most (5' – 6'2"+)
Frame	Oversized alpha aluminum
	Weight is designed to be carried directly over bike's center of gravity for superior balance and control
Fork	Proprietary triple clamp aluminum and centering spring
<b>COMPONENTS</b>	

Handlebar	BCycle LCE handlebar, Grey
Headset	Sealed bearing
Seatpost	Proprietary theft resistant indexed post with easy to use proprietary four-finger clamp
Saddle	Seamless Bontrager all-weather saddle
Pedals	Platform
Fenders	Color matched alloy with stainless steel hardware
Lights	Always-on Spanninga 3W 10 Lux LED front and rear lights that run off the bike's hub dynamo Lights remain illuminated for approximately four minutes after the bicycle stops ensuring illumination when the rider stops at a traffic light
Extras	Fully encased shroud housing, robust kickstand and bell Front and back reflectors (as well as wheel reflectors)
<b>DRIVETRAIN</b>	
Shifters	Shimano twist shifter
Rear Derailleur	Shimano Nexus 3-speed internal gear hub
Brakes	Shimano IM40 all-weather internal brake system
Chain	KMC rustproof 1/2"x1/8" heavy duty
Crankset	38T alloy
<b>WHEELS</b>	
Front	Shimano Dynamo generator hub with alloy rims
Rear	Shimano 3-speed internal gear hub with alloy rims
Tires	Puncture resistant Bontrager hard case with reflective sidewalls
<b>SECURITY</b>	
	Theft deterrent hardware throughout At station: proprietary dual front hub locking design Away: Built-in Kryptonite cable lock and theft deterrent hardware Optional on-board active GPS to locate a stolen bicycle
<b>ADVERTISING / SPONSORSHIP</b>	
Panels	Large front basket in 2 segments: right and left Small front basket in 1 segment Rear skirtguards in 2 segments: right and left



## BCycle Smart

In the Summer of 2017 BCycle will begin offering our most innovative product to date – the BCycle Smart bicycle. In designing the Smart bike system, Trek engineers and software developers travelled the world to benchmark transit systems and bike share operations, and ideate best in class new concepts for bike share. The BCycle Smart system delivers a user-focused, intuitive, and premium bike share experience that delights users. The BCycle Smart system is highly flexible, cost effective, and efficient to operate. Some of the more notable features of the Smart bike system include:

- Turn-by-turn directions with audio support on the heads up display when paired to a rider's smartphone using the BCycle App
- Active GPS on all bicycles
- 8 speed, internally geared bike

The BCycle Smart bicycle was designed by Trek specifically for bike sharing. It is fun to ride, low maintenance, easy to adjust, and comfortably fits riders from 4'10" to 6' 5". The BCycle features an onboard self-charging GPS computer that runs off the power generation of the front hub.



<b>FRAMESET</b>	
Size	One size fits most
Colors	White or Custom
Material	Oversized alpha aluminum
Fork	Proprietary aluminum unicrown fork with replaceable steer stop
Integration	Completely internal cable routing
<b>COMPONENTS</b>	
Handlebar and Stem	Proprietary aluminum bar and stem combo
Seatpost	Proprietary theft resistant indexed anti-rotation post with easy to use four-finger clamp
Saddle	Seamless Bontrager all-weather saddle with integrated reflector and handle
Pedals	Anti-slip platform
Lights	Proprietary 3 watt 10 lux LED front and rear lights StVZO Compliant with 5 minute run time after stopping
Bell	Tamper resistant twist grip
Grips	Proprietary weather and UV resistant silicon
Fenders	Full coverage polycarbonate
Kickstand	Dropout mounted, 3 bolt kickstand
<b>HUMAN MACHINE INTERFACE (HMI)</b>	
Display	3.7 in backlit color touchscreen with chemically treated capacitive touch (anti-shatter, anti-scratch)
Speaker	Weatherproof for audio prompts and turn by turn directions
Connectivity	RFID, Cellular, GPS and Bluetooth antennas

Power	Custom Voltaic Systems 3.7 watt 60 cell solar panel powering lithium ion batteries (approximately 21-day autonomy without sun)
<b>LOCKING MECHANISM</b>	
Locking	Robust and proprietary U lock with frame mounted electromechanical locking mechanism
<b>DRIVETRAIN</b>	
Shifters	Shimano Nexus 8-speed twist shifter
Rear Derailleur	Shimano Nexus 8-speed internal gear hub
Brakes	Shimano Nexus BR-C600
Brake Levers	Tektro Alloy 2-finger
Cassette	19 Tooth stock
Chain	KMC rustproof, 1/2"x1/8", heavy duty
Crankset	38 tooth crank, 170mm crank arm
<b>WHEELS</b>	
Rims	24" Aero Profile
Front Hub	Shimano Nexus front Dynamo hub
Rear Hub	Shimano Nexus 8-speed internal gear hub
Spokes	Stainless steel
Tires	Puncture resistant CST Venice with reflective sidewalls
<b>ADVERTISING /SPONSORSHIP</b>	
Panels	332 sq. inches of unobstructed ad space on five individual panels: Front basket in 3 segments: right, left, and front Rear skirtguards in 2 segments: right and left
<b>EXTRAS</b>	
	Meets or exceeds CPSC, ISO, EN standards for safety Front basket rated to 20 lbs of cargo Rear rack that accepts after-market panniers Proprietary and theft resistant fasteners

## STATIONS

The BCycle 1.0 stations would be the same equipment that is currently installed in Austin. All stations, existing and new, will have the same software to allow the system to run cohesively. The BCycle stations are manufactured in Louisville, Colorado and are compliant with Buy America requirements. Theft resistant hardware is used throughout the station parts and the station comes with a one year parts and labor warranty. Some important things to note about our stations:

1. Stations are highly configurable to meet the needs of each location. This station can be configured as a single or double-sided station. Single-sided offers the least impact on pedestrian traffic, while double-sided maximizes the number of bikes at a station with a limited amount of space. The base can turn corners or be situated completely around urban obstacles such as trees or monuments.
2. Stations can be easily added to, removed and/or relocated due to its modular construction.
3. The station has three base options—a lighter bolted base or one of two heavier non-bolted bases depending on the power source.





4. Highly secure - the station locks the bicycle at the hub, using two robust locking mechanisms to double secure the bicycle. If one lock fails to engage, the other will secure the bike. This proprietary locking mechanism is highly robust and has been proven reliable in all weather conditions. These locks function to secure a bicycle whether or not a station is under power. Further, because they are redundant, should one lock fail to engage, the second lock will secure the bicycle by itself.
5. The stations can be solar, A/C or battery powered, or a combination. Alternate powers sources are available. Wireless cellular technology with encryption is used to connect each station to B-cycle's secure computer server. The system will maintain equipment security in the event of a power failure or wireless data connection disruption.
6. Kiosks at each station allow walk-up users to purchase short-term memberships. Longer-term members are issued B-cards with RFID chips, and can bypass the kiosk completely and use their card to check a bike out directly from any dock.
7. Stations are new and of a uniform model; stations have availability for decal customization on kiosk and ad/map module.
8. The B-cycle stations are made in the USA.

For an additional charge, BCycle docking points can be equipped with an optional, Multi-Frequency RFID (MF-RFID) reader. This allows you to accept a range of existing RFID cards (i.e. student or corporate IDs, RFID enabled transit cards, etc.). MF-RFID docks are currently in use in Fargo, ND to integrate with student IDs, and they are used in Los Angeles to integrate with the LA Metro TAP card.

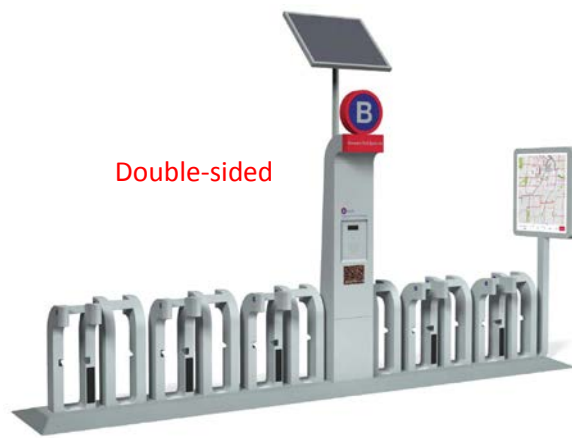
### Kiosk

The kiosk replaces one dock at each station. A standard B-cycle kiosk covers all basic station functionality (registration with a credit card, check-in/out, nearest bike/dock availability, 15 minute extensions for full stations).

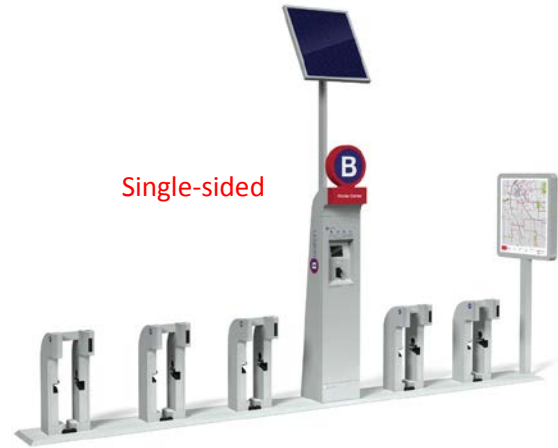
- Display: Color Touchscreen highly visible in direct sunlight
- Frame: Zinc coated Galvanneal
- Paint: Powder Coat
- Power Options:
  - -Solar powered (single 135-watt panel with dual battery backup)
  - -A/C (110 vac, 60 hz, 3 amps)
  - -Combination of Solar and AC as backup
- Language: English and Spanish (with other language availability)
- Magnetic stripe all-weather credit card reader (international credit cards accepted)
- Communications to central server via broadband cellular (wireless)

### Docks/Bases

Docks can be single or double-sided on the same base. Single-sided docks allow for "walk through" access, while double-sided docks maximize the number of bikes at a station. Theft resistant hardware used throughout. Furthermore, B-cycles are locked at each side of the front hub with two robust locking mechanisms. If one lock fails to engage, the other will keep the bike secure.



Double-sided



Single-sided

The bases are zinc dipped powder-coated steel that can be mounted either by “dropping” (no bolting required) or bolting. The bases are configurable to fit many kinds of spaces including a curve.

Each dock communicates in real-time with BCycle’s backend and automatically reports malfunction. In addition, the operator can remotely troubleshoot mechanical problems with a dock by restarting the station, forcing the station to read the dock and sending an “all good” status to any dock.

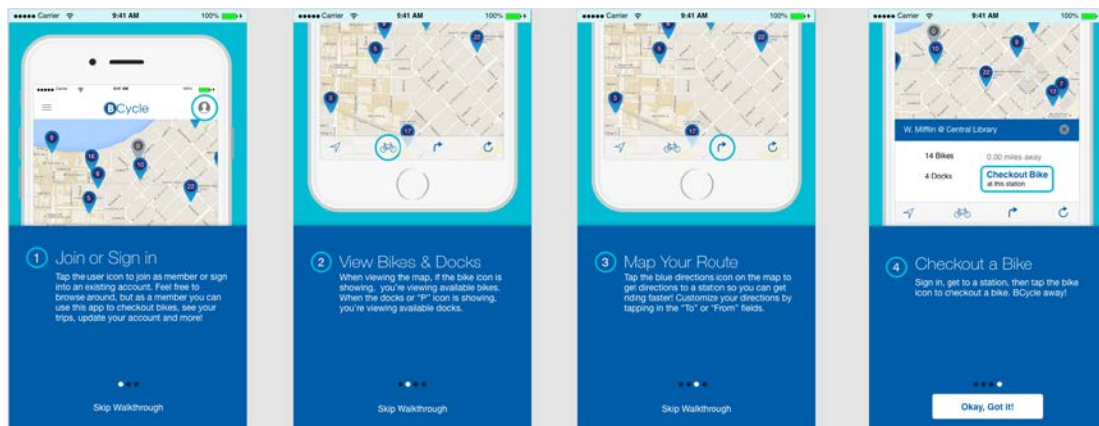
### Ad/Map Module

Taking the place of one dock, the ad/map module can display a map of the system, safety information and also offers a sponsorship opportunity.

Please see Exhibit A for the BCycle 1.0 Station and Installation Specifications

## SOFTWARE

BCycle has developed proprietary, best-in-class, web-based enterprise software system designed exclusively for bike sharing. The software features both administrative operations and consumer-facing web pages that enable members to be part of an expansive bike sharing community, maintain a personal profile, and participate in an open source, affinity-based social network. In late 2016 BCycle will launch a new BCycle App which will exhibit basic functions of finding stations and bicycles but will also allow easy and fast membership purchases, checkout of a bicycle directly from the app, extensive mapping capabilities and more!





Additionally, BCycle provides an open API stream which includes real-time station and bike availability information. Access to this API is provided at no charge once the receiver agrees to BCycle's API terms and conditions. BCycle will provide available data via the NABSA GBFS standard.

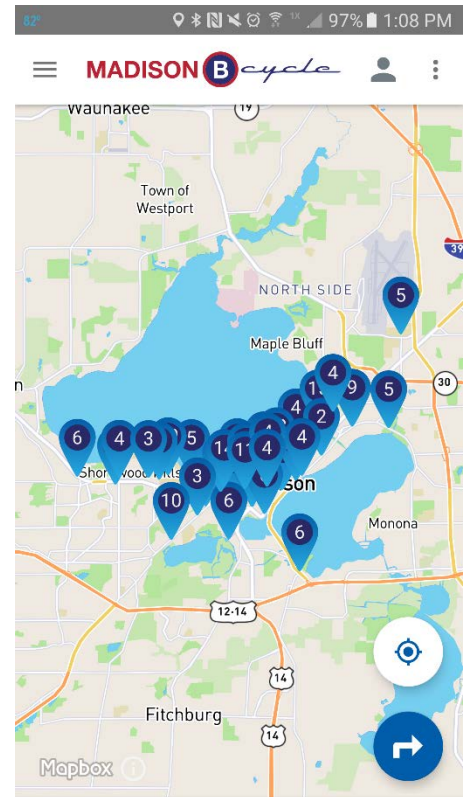
BCycle has a dedicated team of in-house software developers located in Waterloo, WI whose only focus is BCycle. This allows BCycle software development to be completed in quick, agile two week 'sprints'. All BCycle systems receive the benefit of consistent software upgrades at no additional charge outside of the Annual BCycle Enterprise Software Fee.

### *BCycle Mobile App*

BCycle is releasing a new mobile app in late 2016. As part of our dedication to providing many points of access for riders, the BCycle app will offer mobile checkout and extensive map-based routing functionality. This mobile app will make bike share accessible and appealing to more users, as it will eliminate a key barrier to entry: "How do I get where I'm going using bike share?" The BCycle app will make it easy for new users to join and navigate a system, and will become a favorite tool for existing members to quickly get a bike from a station or interact with their BCycle operator. Our mobile app will be frequently upgraded as the BCycle product ecosystem evolves, and will be a key asset to BCycle systems looking to reach riders and sponsors.

Additional features include:

- Apple and Android platforms
- Location-based dock and bike locator (find bikes and open docks relative to user's GPS coordinates)
- Open API for mobile developer community
- Outbound system-generated alerts (overdue bike warnings, etc.)
- Seamless membership purchases



In addition to supporting its own mobile app, BCycle is committed to supporting the integration of bike share with other, third party transportation and mobility apps and services. As such, we offer publicly available web services to allow transit website and application integrators to include information on our systems. This means that more riders can be reached and informed about how bike share can fit into their daily lives. For more information on BCycle's support of the NABSA GBFS standard, please see [www.bcycle.com/gbfs](http://www.bcycle.com/gbfs)

## **IMPLEMENTATION**

BCycle has worked with Austin B-cycle and the City to lead five successful expansions of the existing Austin B-cycle system. As we already have a system installed and operating in Austin, we anticipate the system expansion to be a seamless process for all parties—including existing Austin B-cycle members. BCycle has the most implementation experience of any equipment vendor in the US. Upon contract award, we will work with you to finalize a customized implementation schedule.



The date of implementation for this project will depend on the bicycle model the City of Austin chooses to implement. If the City chooses to purchase red 1.0 BCycles, the bicycles are in stock and the stations can be ordered as soon as the contract is signed. If the City selects the BCycle Smart bike, we expect this bike to be available for delivery in Summer of 2017 and we would coordinate with the City of Austin on those delivery details.

As we have many times in the past, our Implementation Director Mark Kleven will work with you every step of the way to ensure a smooth, on-time implementation of your expansion. Because we have implemented over 40 systems, we are able to anticipate your needs, questions and concerns. We will outline for you what each team member is responsible for, have regular meetings, and assist with anything involved in this expansion. Mark's staff will perform site visits prior to equipment installation. Additionally, they will be on-site in Austin throughout the duration of the station installations to oversee the work of its trained kiosk technicians and perform station and bicycle acceptance testing.

## **PRICE PROPOSAL**

BCycle has responded to this solicitation with BCycle 1.0 station equipment and have offered two of our Bcycle bicycle models. Therefore, we have submitted two price proposals to assist the City of Austin in evaluating each response. The first proposal, attached as Exhibit \_\_, includes the BCycle 1.0 bicycles and stations. This proposal includes active GPS for each bicycle as well as the cost to fully assemble and deliver the bicycles to their stations. The second proposal, attached as Exhibit \_\_, includes BCycle Smart bikes with BCycle 1.0 stations which also includes the cost of full assembly and delivery to the stations.

We note that the City of Austin has requested any and all parts and/or repair price lists for the equipment. Austin BCycle has access to the current price lists for BCycle 1.0 bicycles and stations. If selected as the successful respondent, BCycle would be happy to provide on a confidential basis the City of Austin these prices lists and any future price lists that become available. All bicycles come with a one year parts warranty, not including vandalism and misuse, and all stations come with a one year parts and labor warranty, not including vandalism and misuse.

Additionally, pursuant to the solicitation, we have included in each price proposal the cost of processing credit card payments should the City of Austin choose to pay the invoice in this manner.

We are happy to discuss with the City of Austin any questions that may arise with regard to pricing and/or equipment.





## EXHIBIT A



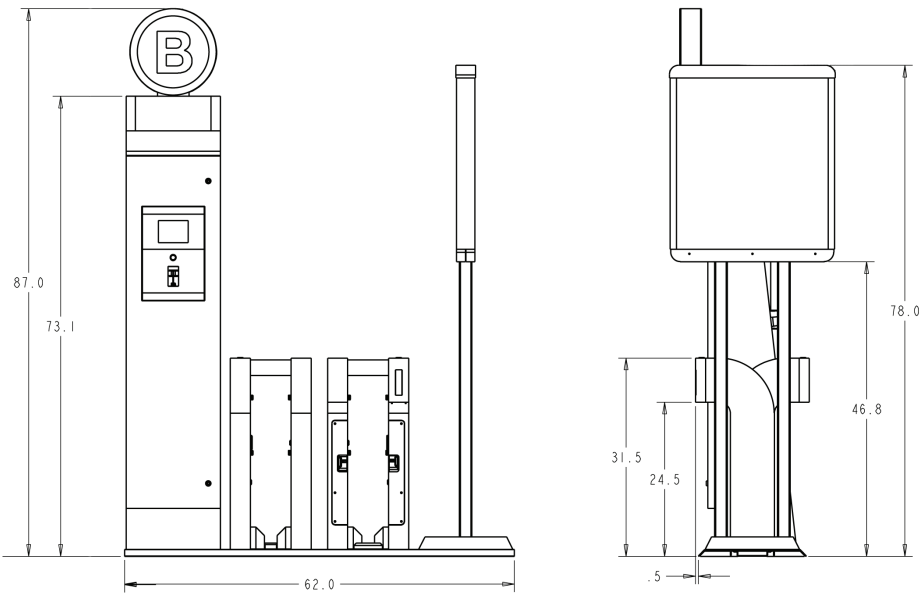
# Dimensions

Please contact a B-cycle representative to consult with you on optimal B-station size, configuration options, siting considerations and many other relevant factors.

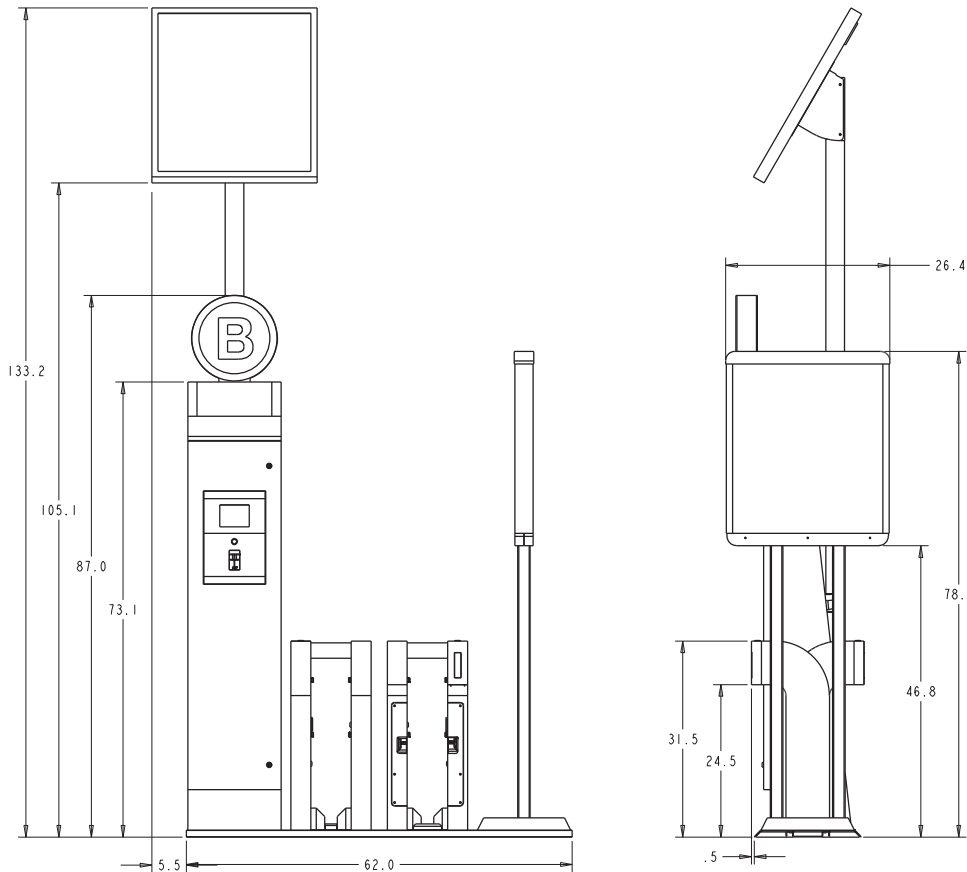
## Power

### AC, Solar or Battery-powered

- A dedicated power line of at least 110V is required for all AC stations.
- Solar power can power a B-station at sites with sufficient sun exposure.
- Use battery power if there is no AC connection or insufficient sunlight.



AC  
Height: 7'3"  
\*Battery-powered reaches same height as AC



Solar (135W)  
Height: 11'1"  
Optional AC Backup

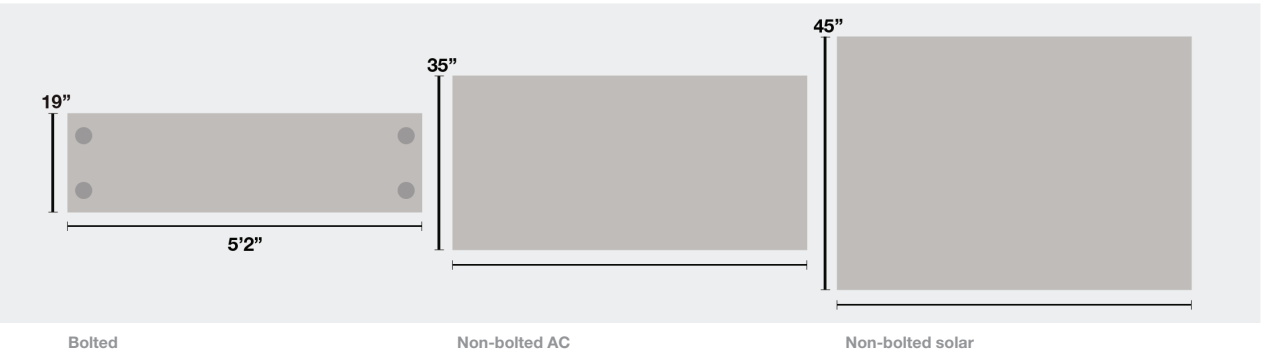
\*Dimensions and overhang values in inches



## Base plates

### Bolted or Non-bolted

- All base plates are 5'2" in length
- All bolted base plates are 19" in depth
- Non-bolted AC or battery-powered base plates are 35" in depth
- Non-bolted solar-powered base plates are 45" in depth
- Refer to the chart to the right for more details.



Bolted single-sided base plate

## Station Weights

- Kiosk - 160 lbs.
- Solar Kit - 120 lbs.
- 19 in. baseplate - 40 lbs.
- 35 in. baseplate - 175 lbs.
- 45 in. baseplate - 215 lbs.
- Dock - 54 lbs.
- Map module - 65 lbs.





# Dimensions

Please contact a B-cycle representative to consult with you on optimal B-station size, configuration options, siting considerations and many other relevant factors.

## Single-sided vs Double-sided

### Single

- Two docks fit on one base.
- A kiosk takes the place of one dock and can face any direction (to reduce glare, the screen should face away from the sun).
- An endcap takes a spot on the base but still allows space for two docks.
- Max 12 bases = 23 docks

### Double

- Four docks fit on one base.
- A kiosk takes the place of one dock and can face any direction (to reduce glare, the screen should face away from the sun).
- An endcap takes a spot on the base but still allows space for three docks.
- Max 6 bases = 22 docks

## Depth space

- Single-sided stations must have at least 5’8” of space (this includes a 6” front tire overhang) plus a recommended 4’ back-up zone totaling 9’8”.
- Double-sided stations must have at least 8’6” of space plus a recommended 4’ back-up zone on each side totaling 16’6”.
- Refer to the chart below for more details.

### Common Configurations



1 kiosk, 1 dock



2 docks



2 docks, 1 endcap

### Common Configurations



1 endcap, 3 docks



4 docks



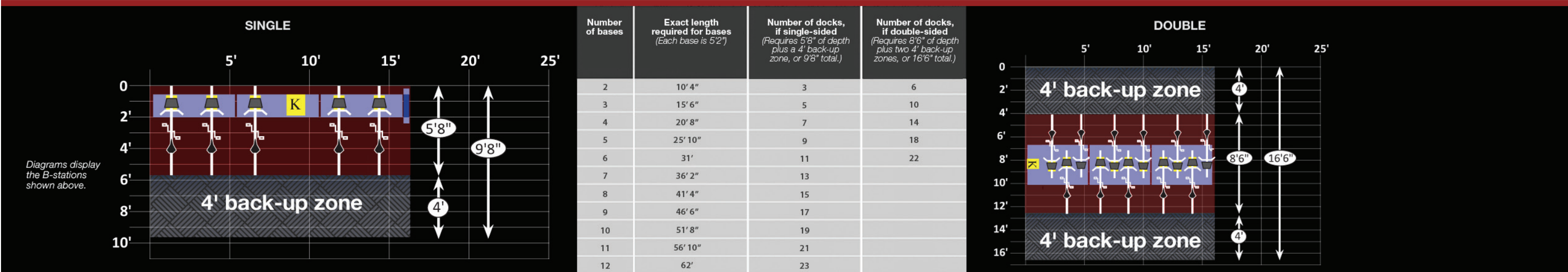
3 docks, 1 kiosk



Single-sided



Double-sided



**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER: IFB MMO0109  
PROJECT NAME: BIKE-SHARE PROGRAM EXPANSION

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No   x   If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope  
If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your  
Yes        Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

BCycle, LLC

Company Name

Robert Burns

Name and Title of Authorized Representative (Print or Type)

Signature

September 19, 2016

Date



**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
(Please duplicate as needed)

SOLICITATION NUMBER: IFB MMO0109  
PROJECT NAME: BIKE-SHARE PROGRAM EXPANSION

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	BCycle, LLC		
Address	801 W. Madison Street		
City, State Zip	Waterloo, WI 53594		
Phone Number	920-478-2191	Fax Number	
Name of Contact Person	Brian Conger		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Robert Burns

Name and Title of Authorized Representative (Print or Type)

Signature

September 19, 2016

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

B-cycle LLC  
Waterloo, WI United States

Certificate Number:  
2017-186020

Date Filed:  
03/31/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 2400 GA170000027  
Bike share program expansion

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary


5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

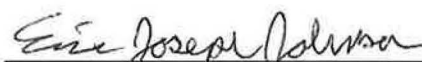
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

**ERIC JOSEPH JOHNSON**  
Notary Public  
State of Wisconsin

  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brian Conger, this the 31st day of March, 20 17, to certify which, witness my hand and seal of office.

  
Signature of officer administering oath

Eric Joseph Johnson  
Printed name of officer administering oath

Business Manager  
Title of officer administering oath

**ORDINANCE NO. 20160331-048**

**AN ORDINANCE AUTHORIZING NEGOTIATION AND EXECUTION OF AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION; AND AMENDING THE FISCAL YEAR 2015-2016 AUSTIN TRANSPORTATION DEPARTMENT OPERATING AND CAPITAL BUDGETS (ORDINANCE NOS. 20150908-001 AND 20150908-002) TO ACCEPT AND APPROPRIATE GRANT FUNDS AND A DONATION FOR BIKE STATIONS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1.** Council authorizes the negotiation and execution of an Advance Funding Agreement with the Texas Department of Transportation for the bike share program.

**PART 2.** Council accepts \$908,500 in grant funds from the Texas Department of Transportation for bike stations.

**PART 3.** Council amends the Fiscal Year 2015-2016 Austin Transportation Department Operating Budget Special Revenue Fund (Ordinance No. 20150908-001) to appropriate \$908,500 in grant funds from the Texas Department of Transportation for bike stations.

**PART 4.** Council amends the Fiscal Year 2015-2016 Austin Transportation Department Capital Budget (Ordinance No. 20150908-002) to transfer in and appropriate \$908,500 from the Austin Transportation Department Operating Budget Special Revenue Fund (Ordinance No. 20150908-001) for bike stations.

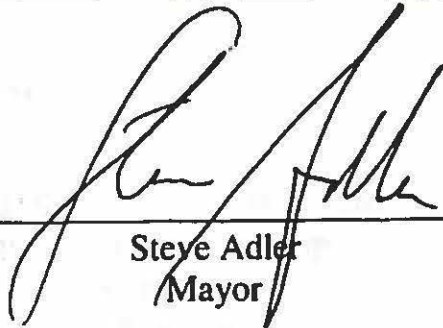
**PART 5.** Council amends the Fiscal Year 2015-2016 Austin Transportation Department Capital Budget (Ordinance No. 20150908-002) to accept and appropriate donations of \$241,500 from Bike Share of Austin for bike stations.

**PART 6.** This ordinance takes effect on April 11, 2016.

**PASSED AND APPROVED**

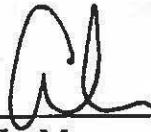
March 31, 2016

§  
§  
§



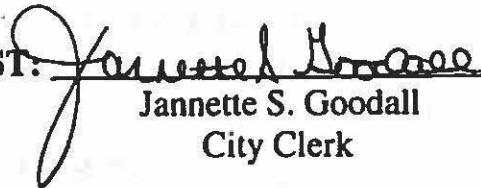
Steve Adler  
Mayor

**APPROVED:**



Anne L. Morgan  
City Attorney

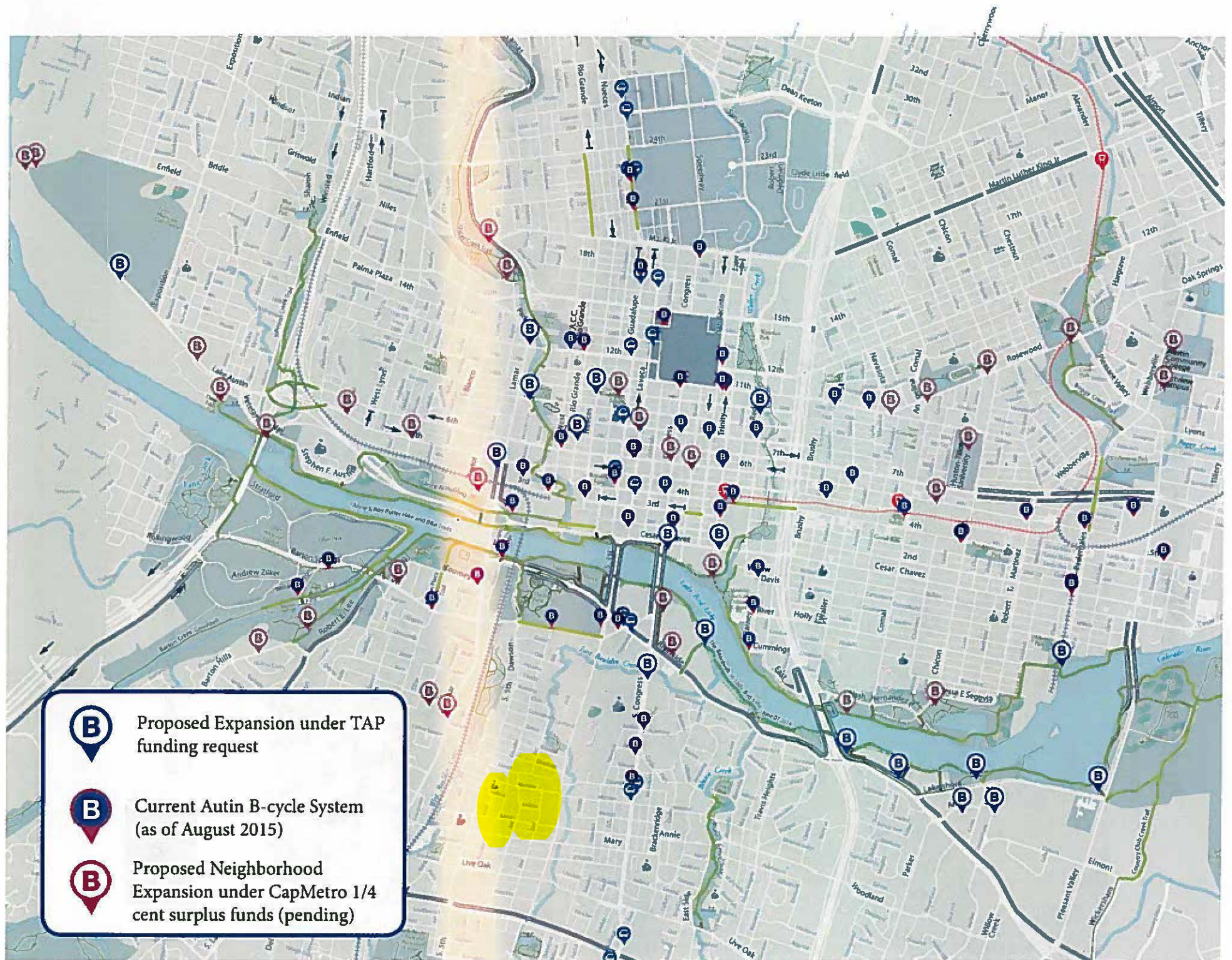
**ATTEST:**



Jannette S. Goodall  
City Clerk

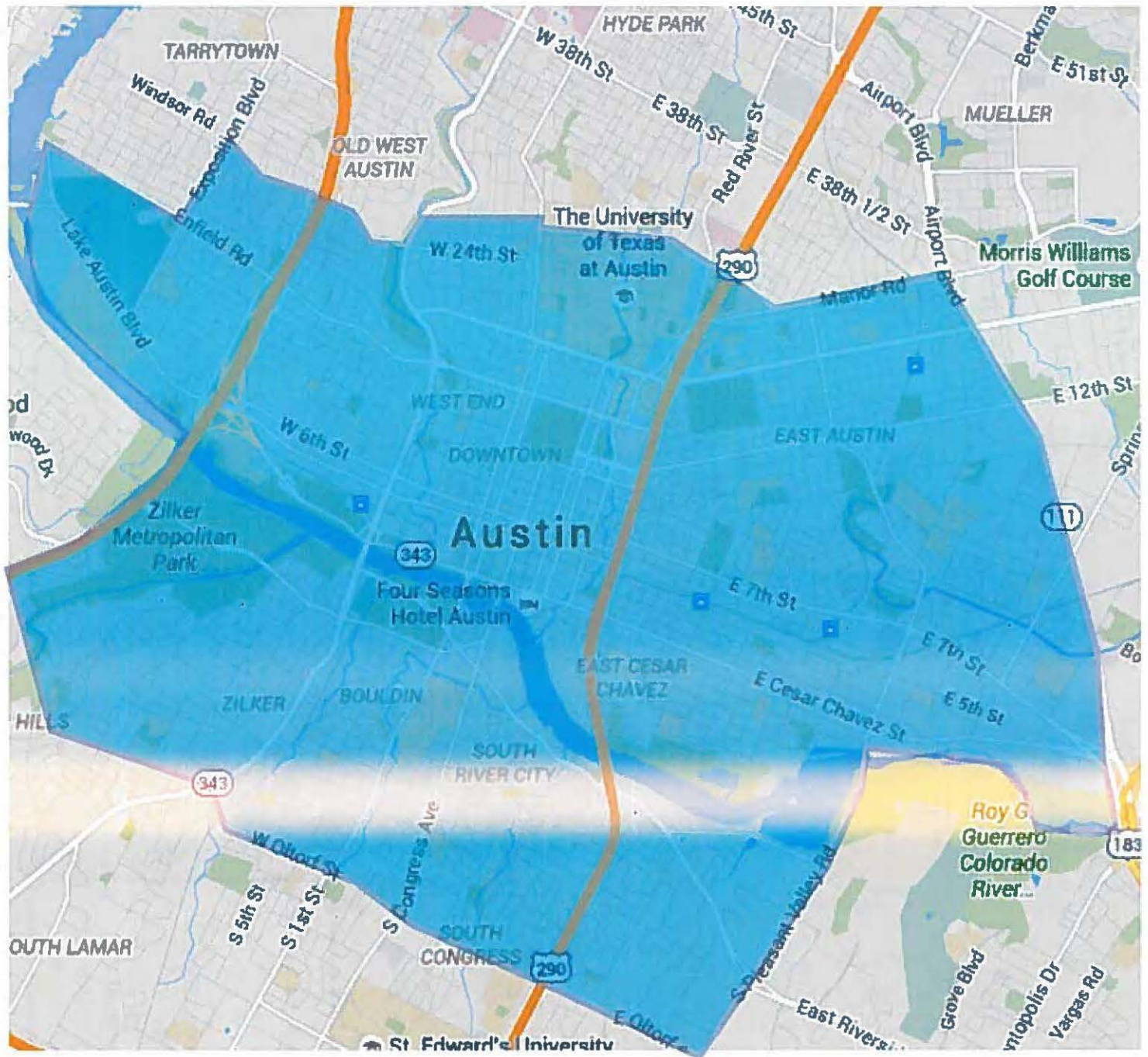


**ATTACHMENT B**  
**PROJECT LOCATION MAP**





# Austin Bike Share Limits of Construction



Bike Share Station Limits of Construction

CSJ: 0914-04-299 Fed. # STP: {enter STP}  
 Code Chart 64#: 02100  
 Project: Bike Share Expansion  
 FHWA CFDA #: 20.205  
 Not Research and Development

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Construction <sup>2</sup>	\$150,000	80%	\$120,000	0%	\$0	20%	\$30,000
Direct State Costs Subtotal	\$150,000	80%	\$120,000	0%	\$0	20%	\$30,000
Indirect State Cost	\$60,270		\$0		\$60,270		\$0
TOTAL PARTICIPATION	\$1,260,270		\$908,500		\$60,270		\$291,500
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$291,500

The estimated total participation by Local Government is \$291,500, plus 100% of overruns.

Total estimated payment by Local Government to State is \$30,000.

<sup>1</sup> Local Government's first payment of \$15,000 is due to State within 30 days from execution of this contract.

<sup>2</sup> Local Government's second payment of \$15,000 is due to State within 60 days prior to the Construction contract being advertised for bids.

<sup>3</sup> If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$908,500.



CSJ: 0914-04-299 Fed. # STP: (enter STP)  
 Code Chart 64#: 02100  
 Project: Bike Share Expansion  
 FHWA CFDA #: 20.205  
 Not Research and Development

**ATTACHMENT C**  
**PROJECT ESTIMATE AND SOURCE OF FUNDS**

(State or LG) Performs PE Work or Hires Consultant / (State or LG) Lets Project to Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$50,000	0%	\$0	0%	\$0	100%	\$50,000
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction	\$1,000,000	*%	\$788,500	0%	\$0	*%	\$211,500
In-kind donation Value <small>(Add to Total Project Cost - 20% Maximum value)</small>	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by LG Subtotal</b>	<b>\$1,050,000</b>		<b>\$788,500</b>		<b>\$0</b>		<b>\$261,500</b>
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way <sup>3</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities <sup>2</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Construction <sup>2</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by State Subtotal</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>

- \* The locals are paying an overmatch for this project.



RECEIVED

MAR 27 2017

CONSTRUCTION  
DIVISION

**MEMO**

March 20, 2017

**To:** William L. Hale, P.E., Chief Engineer

**Through:** Mark A. Marek, P.E., Director of Engineering Operations

**From:** Tracy D. Cain, P.E., Director, Construction Division *Tracy D. Cain, P.E.*

**Subject:** Award of a Local Government Project

Control: 0914-04-299  
Project: STP 1602 (404) TP  
Highway: VA  
Travis County

The above referenced project has been reviewed. The City of Austin and the Austin District recommend awarding the contract to B-Cycle, LLC. The total amount of the low bid was \$805,032.88, which is 14.5 percent under the engineer's estimate of \$941,252.00. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreement (FPAA). The city is responsible for any costs above the maximum authorized federal amount.

There were no add/delete alternates in this project.

Attached are the State Letter of Authority and FPAA for locally let projects, indicating clearances for the following:

- Right of way
- Encroachments
- Relocation assistance
- Utilities
- Environmental

**I CONCUR** *W/Recommendation*  
*Will J. F.*  
*3/24/17*

We request your concurrence in the award of this project. If you have any questions, please call Juan F. Urrutia, P.E., at 512-416-2455.

**CC:** Darren G. Hazlett, P.E., Deputy Director, Construction Division

OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer





## Austin Transportation Department

505 Barton Springs Road, Suite 800  
Austin, TX 78704  
(512) 974-1150, Fax (512) 974-7101

April 7, 2016

Terry McCoy, P.E., District Engineer  
Austin District, Texas Department of Transportation  
P.O. Box 15426 Austin, TX 78761

CSJ: 0914-04-299

RE: Request for Certification of Functional Synchronization under 23 CFR 635.411(a)(2)

Dear, Mr. McCoy:

The City of Austin proposes to expand the City's existing Bike Share system using \$908,500 in federal funding awarded by the Capital Area Metropolitan Planning Organization (CAMPO) under the Transportation Alternatives Program (TAP), consistent with our application that was approved by the CAMPO Transportation Policy Board on October 12<sup>th</sup>, 2015.

The City's existing bike share system consists of 50 stations and 395 bicycles. The grant funding will allow for expansion of the system by 18 additional stations and 125 bicycles. This expansion will benefit the public by allowing for greater access to transit stops, recreational facilities, employment centers, commercial areas such as grocery stores and other key destinations. Bike share works by offering bicycles on demand at designated stations that may be checked out with a membership card or by paying for a day pass, and then returned to the same or another bike share station location.

The City of Austin Bike Share System utilizes a proprietary, patented technology exclusively designed by KIOSK Information Systems and Trek Bicycle Corporation and bought and sold exclusively through B-cycle LLC. This technology includes bicycles, docks, kiosks, map modules as well as internal software and hardware such as Multiple-Frequency Radio Frequency Identifiers (MF-RFID). This exclusive technology is not interoperable with other bike share brands. The use of this proprietary, patented technology is necessary to maintain the functional synchronicity with the existing system.

Because the City's existing bike share system is compatible with only the B-Cycle bike share technology, and the stations and bicycles are within their life cycle, it is most appropriate to purchase B-cycle brand bike stations on the basis of functional synchronization.

I, Robert J. Spillar, P.E., do hereby certify that in accordance with the requirements of 23 CFR 635.411(a)(2), that I believe no equally suitable alternative exists for this patented, proprietary item. This proprietary item is essential for the functional synchronization of the bike share system.

Sincerely,



Robert J. Spillar, P.E., Director



March 10, 2016

Board of Directors

Robert Spillar, P.E., Director  
Austin Transportation Department  
P.O. Box 1088  
Austin, Texas 78767

The Honorable  
Andy Austin  
*Chair*

Dear Director Spillar:

Hill Abell  
*Vice Chair*

Since its service launch in December 2013, Austin's bike share system, Austin B-cycle, has been a tremendous success, doubling usage projections and setting national records for bike share systems. In our two years of operations, we generated 364,554 system trips covering over 1 million miles, replacing 94,784 auto trips, offsetting 911,500 pounds of carbon, and helping individuals in our community burn 40 million calories.

Bart Knaggs

Leslie Luciano

By growing the size of the bike share system, the partnership between City of Austin and Bike Share of Austin will capitalize on the early success of this program to provide a low cost, healthy transportation option for the more of general public while further reducing emissions and reducing traffic congestion.

Hawk Mendenhall

Pam Power

Bike Share of Austin does hereby commit to providing matching funding in the amount of \$241,500 to the City of Austin, upon the City's request, for the expansion of the bike share system under a federal Transportation Alternatives Program grant awarded to the City of Austin.

David Rockwood

Joel Sher

We agree to execute an amendment between the City and Bike Share of Austin as necessary to document the provision of the matching funds and/or Bike Share of Austin's agreement to assume the management and responsibilities of the additional bicycle docks and bicycles, as needed. We further agree to abide by the Transportation Alternatives Program grant terms as may be applicable.

Craig Staley

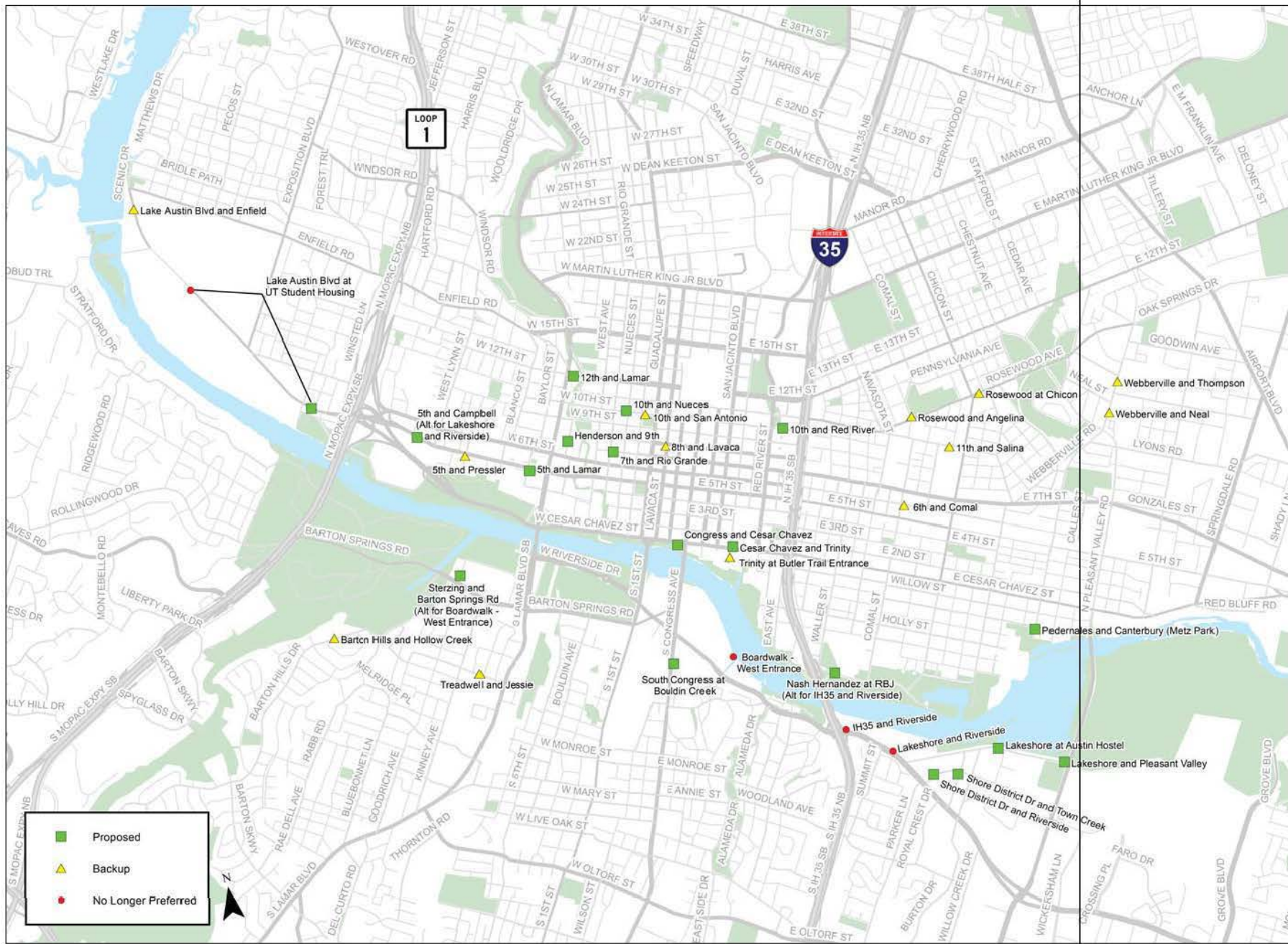
We look forward to working with the City of Austin on the expansion of the bike share system.

Sincerely,

A blue ink signature, appearing to read "Elliott", followed by a long horizontal flourish.

Elliott McFadden  
Executive Director  
Bike Share of Austin





CITY OF AUSTIN, TEXAS  
TRANSPORTATION DEPARTMENT  
ACTIVE TRANSPORTATION

Bicycle Share System Expansion  
Station Location Map

NOTES	NAME	DATE
SURVEY BY		
DRAWN BY	JD	05/2016
CHECKED BY		
DESIGNED BY		
REVIEWED BY		

SHEET NUMBER	4
--------------	---

© 2018	FORM	SECTION	299	NEWSPRINT
0814	04	299	VARIOUS	
DIST	COUNTY	SHEET NO		
AUS	TRAVIS	1		

# INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS
3	SHEET QUANTITIES
4	STATION LOCATION MAP
5-22	STATION LOCATION DETAILS PREFERRED
23-35	STATION LOCATION DETAILS BACKUP
36-38	STATION SPECIFICATIONS
39	TXDOT EPIC
40-59	CITY OF AUSTIN TRAFFIC CONTROL STANDARDS

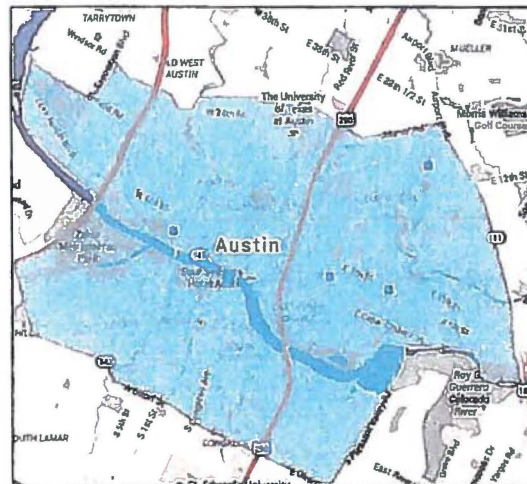
## STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

### PLANS OF PROPOSED BICYCLE SHARE SYSTEM EXPANSION

#### TYPE OF WORK: BICYCLE SHARE STATION INSTALLATION

FEDERAL AID PROJECT NUMBER: FHWA CFDA# 20.205 (130) TP  
PROJECT NUMBER: CSJ 0914-04-299

LIMITS OF WORK : VARIOUS LOCATIONS



LOCATION MAP NOT TO SCALE  
EXCEPTIONS: NONE  
EQUATIONS: NONE  
RAILROAD CROSSINGS: NONE

#### FINAL PLANS

DATE OF LETTING: \_\_\_\_\_  
DATE WORK BEGAN: \_\_\_\_\_  
DATE WORK COMPLETED AND ACCEPTED: \_\_\_\_\_  
FINAL CONTRACT COST: \$ \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
LIST OF APPROVED CHANGE ORDERS: \_\_\_\_\_

I CERTIFY THAT THIS PROJECT  
WAS CONSTRUCTED IN SUBSTANTIAL  
COMPLIANCE WITH THE FINAL AS-BUILT  
PLANS AND SPECIFICATIONS.

*KSO* P.E. 8/17/2016  
DATE



SUBMITTED  
FOR LETTING:

8/17/16

*Laura M. St. John*  
LOCAL PUBLIC AGENCY

RECOMMENDED  
FOR LETTING:

08/19/2016

*Dwight A. Holladay, P.E.*  
DISTRICT DESIGN ENGINEER

SUBMITTED  
FOR LETTING:

8/17/16

*Andrew M. Kelly, P.E.*  
AREA ENGINEER

APPROVED  
FOR LETTING:

8/22/2016

*Laura E. Campbell, P.E.*  
DIRECTOR OF TRANSPORTATION  
PLANNING & DEVELOPMENT

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF  
TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS  
LISTED AND DATED AS FOLLOWS. SHALL GOVERN ON THIS PROJECT:  
REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID  
CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

Texas Department of Transportation  
ALL RIGHTS RESERVED



TXDOT Letter of Authority  
For Locally Let Projects

DISTRICT: Austin  
HIGHWAY: VA  
PROJECT NUMBER: STP 1602(404)TP  
LIMITS: VARIOUS LOCATIONS IN CITY OF AUSTIN

COUNTY: Travis  
CONTROL: 0914-04-299  
FC: 5 RESP. SECTION: AUS

Work Type (Layman's Description): INSTALL 18 BICYCLE SHARE STATIONS

Right of Way:	Clear <input checked="" type="checkbox"/>	Not Clear	Certification Rec'd 6/2/2016
R.O.W. Encroachment:	Clear <input checked="" type="checkbox"/>	Not Clear	Certification Rec'd 6/2/2016
Relocation Assistance:	Clear <input checked="" type="checkbox"/>	Not Clear	Certification Rec'd 6/2/2016
Utilities:	Clear <input checked="" type="checkbox"/>	Not Clear	Certification Rec'd 6/2/2016

Agreements and Permits Required:

Railroad Agreement:	Yes	No <input checked="" type="checkbox"/>	Rec'd
COE Section 404/10:IND/NW	Yes	No <input checked="" type="checkbox"/>	Rec'd
Coast Guard Section 9:	Yes	No <input checked="" type="checkbox"/>	Rec'd
TWC/WPWP	Yes	No <input checked="" type="checkbox"/>	Rec'd
TPWD	Yes	No <input checked="" type="checkbox"/>	Rec'd
Other Participation	Yes	No <input checked="" type="checkbox"/>	Rec'd
Other TX HIST. COMM	Yes <input checked="" type="checkbox"/>	No	Rec'd YES

TYPE OF ENVIRONMENTAL CLEARANCE:

Blanket Categorical Exclusion  
Programmatic Categorical Exclusion  
Categorical Exclusion (State CE)  
Project Specific Categorical Exclusion

FONSI EIS EA Date of Final Federal Action 7/25/16

Remarks:

Environmental: ☒ NOT Clear Conditions:

ENVIRONMENTAL AFFAIRS DIVISION

7/28/16  
DATE

Conditions of Approval:

Design: Clear ☒ NOT Clear Conditions:

Dway M. Helladi, P.E.  
RESPONSIBLE DISTRICT OFFICE

03/19/2016  
DATE

Approved for September 2016 Letting

Yes ☒ No With Conditions

Kerin W. Dickey, P.E.  
DISTRICT ENGINEER

8-22-2016  
DATE

THIS AUTHORIZATION IS GIVEN ON THE CONDITION THAT THE CONTRACTING AGENCY SHALL ASSUME ALL COST AND RESPONSIBILITY AND LEGAL LIABILITY FOR ACTIVITIES THAT DO NOT CONFORM WITH APPLICABLE FEDERAL OR STATE REQUIREMENTS

091404299

# Federal Project Authorization and Agreement

District: AUS State Code: 48 FAFOS Proj Nbr: 16124 FMIS Proj Nbr: 1602404

Federal Project Number: STP 1602(404)TP County: Travis Control Section-Job (SPN): 0914-04-299

Add'l CSJs:

Project Description: VARIOUS LOCATIONS IN CITY OF AUSTIN TO INCLUDE, LAKE AUSTIN BLVD, PLEASANT VALLEY ROAD, MARY STREET, MLK BLVD, CONGRESS AVE, CESAR CHAVEZ, AND RED RIVER. INSTALL 18 BICYCLE SHARE STATIONS

Action Type: Amendment Oversight: C - Assumed/Locally Administered On NHS System: No Financing: Regular

TxDOT is authorized to proceed with the following work: ☒ PE ☐ ROW ☒ Construction ☐ Other

State Remarks	FHWA Remarks
Amending to add CST.  CST PED 9/28/2022  CFDA Number 20.205 IDC =0  PE PED 09/30/2019  LG City of Austin, DUNS # 066432683, Zipcode 78701-3906  This agreement is subject to the following award terms <a href="http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf">http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf</a> and <a href="http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf">http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf</a>	1

## Program Details Summary

Prog. Code	Federal				Match				Contributions		
	Reg Fed Funds	A/C Funds	Federal Part		Local	%	State	%	Local	Private	Non-Monetary/ Inkind
			%	Fixed / PCT							
M301	\$0.00	\$0.00	0%		\$12,102.12	100%	\$0.00	0%	\$0.00	\$0.00	\$0.00
M301	\$788,500.00	\$0.00	80%	Fixed	\$197,125.00	20%	\$0.00	0%	\$0.00	\$0.00	\$0.00
Total	\$788,500.00				\$209,227.12		\$0.00		Soft Match Amt: \$0.00		
Costs	Federal				Local		State		Contributions		
									\$997,727.12		
									Complete Project		

Funds Available per FHWA Division Office By: Robert Granberg

Date: 08/08/2016 (Construction)

(FHWA Use Only)

## Federal Aid Project Agreement

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the application terms and conditions set forth in (1) Title 23, U.S. Code, Highways; (2) the Regulations issued pursuant thereto; and (3) the policies and procedures promulgated by the Federal Highway Administration relative to the above-designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration's authorization to proceed with the project involving such costs. The state further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions and certifications set forth in 23 CFR 630.112, which is incorporated herein by reference.

Texas Department of Transportation

U.S. Department of Transportation  
Federal Highway Administration

Alison Mcmillan

Robert Granberg

Title: Manager Letting Management

For: Division Administrator

Date: 08/07/2016

Date: 08/08/2016

( ) See Attached for Conditions



\* S T P \*



\* 1 6 0 2 \*



\* 4 0 4 \*



\* F P A A \*



Federal Project Number: STP 1602(404)TP

Env Clearance Date: 06/24/2016

## Other SEP 14: Hwy For Life: Appalachia:

NBI Numbers	CSJ's
	0914-04-299

Detail ID				Geographical Information			Other Statistics				
Prog Code	Detail No	Proj Type	Imp Type	County Code	Urban Area	R/U	Func Class	Sys Code	Demo ID	Total Cost	Federal Funds
M301	30	C	28	453	90	U	C	O		\$940,252.00	\$752,201.60
M301	31	C	28	453	90	U	C	O		\$1,000.00	\$0.00
M301	32	C	17	453	90	U	C	O		\$45,373.00	\$36,298.40
M301	33	C	17	453	90	U	C	O		\$11,102.12	\$0.00
										Total Cost	Total Obligation
										\$997,727.12	\$788,500.00

Related Projects

## Internal Remarks

Date	Internal Remarks Description
08/03/2016	In PeopleSoft, M301 federal funds are fixed up to \$908,500 for PE, direct state costs, and construction.
Date	Internal Remarks Description
04/19/2016	Requestor for PE, Angela Gil and Requesting Office: Austin District
Date	Internal Remarks Description
04/28/2016	In PeopleSoft, M301 federal funds is fixed up to \$120,000 for PE Direct State Costs. The local is to cover all costs above the fixed amount.